

EXHIBIT 34

Exhibit F

AGREEMENT made as of this 1st day of July, 1985, by and between SUNBOW PRODUCTIONS, INC. ("Company") and TOMMY GOODMAN ("Writer").

In consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. Company hereby engages Writer to write, prepare and deliver to Company certain original musical material and arrangements thereof (hereinafter collectively referred to as the "music"), more particularly described as follows (it being understood that the mention of any program or program series in said description is for purposes of identification only and shall in no way restrict Company's rights in the music, and the use thereof, as set forth in this agreement):

Music for the songs listed on Schedule "A" attached hereto for a fully-animated children's television program presently entitled "GLO FRIENDS SAVE CHRISTMAS" (the "Program").

2. (a) For all rights herein granted to Company, and for performance by Writer of all obligations hereunder, Company shall pay Writer Seven Hundred (\$700.00) Dollars for composing and Seven Hundred (\$700.00) Dollars for arranging each song listed on Schedule "A" hereof (payable within thirty (30) days after Writer's delivery to Company of all of the music, and One Thousand Five Hundred (\$1,500) Dollars is compensation for Writer's supervision of the orchestra recording of the music for the Program. Payment by a parent or affiliate of Company shall be deemed to constitute payment by Company hereunder.

(b) Nothing herein contained shall be deemed to impose any obligation on Company to use or authorize the use of the music, and Company shall have fully discharged its obligations to Writer hereunder by payment to Writer of the amount specified in subparagraph (a) of this Paragraph 2.

3. Writer shall deliver one (1) copy of the music and arrangements to Company as Company may designate.

4. It is understood and agreed that Writer may write the music at such times and places as Writer may choose, subject only to Writer's obligation to make timely delivery of the music in accordance with the terms of this agreement.

5. (a) Writer warrants, acknowledges and agrees that the music was specially ordered or commissioned by Company for use as a part of an audiovisual work and that same are a work made for hire within the meaning of Section 101 of the United States Copyright Act. Upon writing of the music as aforesaid, all right, title and interest therein shall automatically vest in Company, and Company shall be the sole and unlimited owner thereof and of all rights therein throughout the world forever, and Company shall be entitled to copyright therein, including statutory copyright and all renewals thereof, as copyright author and proprietor. Company may freely assign and grant rights and licenses with respect to the music and any copyright therein (including any renewals thereof), and in this connection Writer agrees to execute and deliver to Company any and all instruments required by Company in connection with the use and enjoyment of the music and of Company's rights therein and thereto and Writer hereby appoints Company as Writer's attorney-in-fact with the right but not the obligation to execute any such instruments in Writer's name on Company's behalf.

(b) Without in any way limiting the generality of the foregoing, it is agreed that Company shall have the exclusive right and may license others to use, adapt, arrange, change, add to, or subtract from the music and to combine the same with other literary material and/or music and to publish, record, produce, reproduce, transmit, perform, broadcast, telecast, and/or otherwise communicate the same or any version or versions thereof by any means (including, but not limited to, in synchronization with motion pictures, television and/or any other form of recordation or reproduction of sight and/or sound), whether now known or hereafter devised, publicly for profit or otherwise, it being understood that Writer hereby waives any so-called "moral rights" which may now be or may hereafter be recognized. It is understood and agreed that Writer shall have no right, title or interest in any such other literary material and/or music which may be combined with the music. Without limiting the foregoing, Writer acknowledges that Company has employed the lyricist(s) listed on Schedule "A" attached hereto to write lyrics for the songs described in Paragraph 1 hereof.

(c) During any period or periods of time during which Writer is affiliated with any small performing rights society (herein called the "Society"), Company shall and does hereby, under and pursuant to this Paragraph, irrevocably license back to Writer a non-exclusive undivided one-half (1/2) interest (but, if the music or any form thereof are the composition of Writer and other lyricists and/or composers,

then the grant hereunder shall be deemed a grant of an undivided one-half (1/2) interest to Writer and all other such lyricists and/or composers jointly) in the non-dramatic (i.e., "small") performing rights in the music (but only when the music is combined with lyrics) so as to enable Writer to license such non-dramatic performing rights to Society, and to collect the Writer's share of royalties derived therefrom, it being understood, in this connection, that Company (or any assignee or licensee of all or any of Company's rights under this agreement) shall not exercise such non-dramatic performing rights during such period or periods without obtaining a license therefor from Society, except that Company and/or any such assignee or licensee, may exercise such non-dramatic performing rights in the music by reason of, under and pursuant to this agreement,

(i) during any period or periods during which such non-dramatic performing rights are not controlled by and/or available for license to Company or any such assignee or licensee at standard rates from Society, or in the case of public performances of the music in geographical areas outside of Society's jurisdiction, from any other organization or society which is affiliated with Society or which has a collection agreement with Society and which controls the non-dramatic performing rights in any geographical area in which the music is to be performed; and/or

(ii) in connection with theatrical exhibitions in the United States, its territories and possessions; and/or

(iii) in connection with any performance of the music within the United States, its territories and possessions, which is not a public performance;

it being understood that Company (and/or any such assignee or licensee) shall have no obligation to pay any royalties or other sums to Writer, Society, or any successor to the rights of either with respect to non-dramatic performances of the music made pursuant to subclauses (i) through (iii) hereof. If Company makes or authorizes any non-dramatic performances of the lyrics under and pursuant to this agreement, and if Writer shall assert any claim that any such performance violates any rights of Writer, then (A) under no circumstances shall Writer have the right to take any action or initiate any proceeding with respect to such

claim which would have the effect of enjoining and/or preventing and/or otherwise interfering with any said non-dramatic performances, it being agreed that any such action or proceeding shall be limited to an action at law for damages; and (B) if Writer shall assert such a claim pertaining to a non-dramatic performance of the music made by any assignee or licensee of Company, then any action taken or proceeding brought by Writer shall be limited to an action at law for damages against such assignee or licensee exclusively. The foregoing references to Society shall not be construed as giving Society any independent right to take any action or initiate any proceeding with respect to any such claim.

(d) Without limiting the generality of any rights granted under this agreement, and notwithstanding any license hereunder to Writer pursuant to subparagraph (c) above, Writer expressly acknowledges that Company, its successors, assigns and/or licensees shall have the right to collect the publisher's share of performance royalties becoming due and payable hereunder from any small performing rights society by reason of performances of the music combined with lyrics, it being expressly agreed that Writer shall not be entitled to any share of such monies which are distributed to Company, its successors, assigns, and/or licensees by any small performing rights society. Writer shall be entitled to collect the writer's share of any such royalties with respect to the music jointly with any other composers and/or lyricists of such music. The terms "publisher's share" and "writer's share" as used in this agreement have the same meaning here as is commonly understood in the music publishing and motion picture and television industries. Company may represent to any domestic or foreign performing rights society or similar organization requiring an acknowledgement of the type made by Writer herein that Writer has acknowledged Company's right to collect and retain the publisher's share of royalties; further, if any such society or organization requires written authorization from Writer in order to make payments of the publisher's share of royalties to Company, Writer shall promptly execute and deliver such authorization. If any such society or organization makes payment to Writer of all royalties (*i.e.*, both writer's and publisher's share) with respect to any performance, Writer shall promptly remit one-half (1/2) of such royalty to Company. If any such society or organization makes payment to Writer of all royalties (*i.e.*, both Writer's and publisher's share) with respect to any performance, Company shall promptly remit to Writer and such others as may be entitled thereto the "writer's share" thereof.

6. Further, in the exercise of its rights hereunder and without in any way limiting the generality of the foregoing, Company shall have, as owner and copyright proprietor of the music, the complete control of the publication

of the music and of all rights incident thereto, including, but not limited to, the right to license the manufacture of phonograph records and other recordings of the music and the right to license motion picture synchronization rights (all of which rights are herein sometimes collectively called "music publishing rights"). Without limiting the generality of the foregoing, it is agreed that Company may assign or license any or all such music publishing rights and/or any or all other rights granted to Company under this agreement to any music publishing company or production company which is a parent or subsidiary of Company or otherwise affiliated with Company or to any other third party.

(a) With respect to Company's exercise of music publishing rights in the music (as defined above), Company agrees to pay Writer as royalties with respect to uses of the music combined with lyrics (but, if the music with lyrics or any form thereof is the composition of Writer and other lyricists and/or composers, then the royalties hereunder shall be shared equally by all such lyricists and/or composers):

(i) sums equal to fifty (50%) percent of the net proceeds (as defined below) received by Company from third parties for licenses for the manufacture of commercial phonograph records and/or licenses of theatrical motion picture synchronization rights (as defined below);

(ii) for regular piano copies, if any, sold and paid for at wholesale in the United States and/or Canada, sums equal to six cents (.06) per copy for the first one hundred thousand (100,000) copies sold, and eight cents (.08) per copy for copies sold in excess of 100,000;

(iii) sums equal to fifty (50%) percent of net proceeds received by Company from third parties for regular piano copies, if any, sold and paid for at wholesale outside of the United States and/or Canada;

(iv) with respect to orchestrations, including band arrangements, if any, sold and paid for at wholesale anywhere in the world, sums equal to ten (10%) percent of the wholesale price therefor, after trade discounts;

(v) with respect to any song book, folio or similar publication, if any, sold and paid for at wholesale anywhere in the world, sums equal to the

amount resulting from dividing ten (10%) percent of the wholesale price, after trade discounts, therefor by the total number of copyrighted musical compositions contained in such publication;

(vi) with respect to other uses of the music hereunder, sums equal to the amount resulting from dividing fifty (50%) percent of the net proceeds received by Company from third parties therefor by the total number of copyrighted musical compositions and/or literary materials contained or included in such uses.

No royalties shall be payable hereunder for professional material not sold or resold; further, no royalties shall be payable to Writer with respect to uses of the music except as hereinabove expressly set forth. The term "theatrical motion picture rights" as used herein refers to synchronization rights granted with respect to motion pictures intended primarily and initially for theatrical release by direct projection before paid-admission audiences; in no event shall such term refer to motion pictures or other methods of recordation, whether now known or hereafter devised, which are produced primarily and initially for television broadcasting by any means whatsoever. The term "net proceeds" as used hereinabove, shall mean all monies actually received by Company (or any assignee of Company's rights or licensee hereunder) which are directly attributable to licenses issued authorizing the manufacture of commercial phonograph records and/or licenses relating to theatrical motion picture synchronization rights, and/or for the exercise of publication rights referred to in subclause (iii) above, as the case may be, after the deduction of all costs, expenses, fees and commissions which are directly attributable to the exploitation of the lyrics and combined music by way of commercial phonograph records or by way of theatrical motion picture synchronization, or by way of publication, as the case may be, computed in accordance with good and standard practices. In the event that Company licenses the music or any songs in a form containing music or other literary materials written or composed by any third party or parties, then Writer's royalties hereunder, with respect to the music or such songs in such form, shall be reduced proportionately to an amount equal to the royalties payable hereunder divided by the number of composers and lyricists (including Writer) who have furnished materials and services for such music and lyrics and who are entitled to receive royalties from Company,

provided that in the event that both one or more composers and one or more lyricists have furnished materials and services for such lyrics or such songs, then the total royalties payable to all such parties (including Writer) collectively in accordance with the aforesaid proportionate reduction with respect to such lyrics or such songs shall be equal to the total royalties payable to all such composers collectively in accordance with said reduction with respect to such lyrics or such songs. Company shall render royalty statements to Writer, accompanied by any remuneration due Writer, such statements to be rendered at least once during each calendar year during which royalties are payable.

(b) If, for any reason, exportation of money to the United States from any foreign country, territory or place should be prohibited, prevented or rendered commercially impracticable, the amount received by Company (if Company's share thereof is actually paid to Company in such foreign country, territory or place) shall not be considered gross receipts hereunder unless and until the same shall have actually been received in the United States in United States currency, less any discounts, losses, costs or expenses suffered by or imposed upon Company with respect to transmittal of such money to the United States and the conversion thereof to United States currency, provided, however, that if Writer so requests in writing, that portion of such blocked or frozen funds which would represent Writer's share of net proceeds of such gross receipts, but for being frozen or blocked, shall be deposited in Writer's name in any bank or depository designated by Writer in such country wherein such funds are blocked or frozen subject to the laws of such country with respect to such deposits and withdrawals by Writer therefrom. Writer shall have the right at Writer's sole expense to inspect Company's books and records relative to gross receipts derived from use of the music hereunder and to make extracts thereof provided such inspection shall be made at Company's offices during reasonable business hours and upon reasonable notice and not more frequently than once per year. All royalties, statements and other accounts rendered by Company shall be binding upon Writer and not subject to any objection by Writer unless specific objection in writing, stating the basis thereof, is given to Company by Writer by one (1) year from the date rendered.

(c) If Company assigns or licenses any uses of the music publishing rights to any third party (including any aforementioned subsidiary or affiliated company) and if Company authorizes such third party to account directly to

Writer with respect to royalties payable to Writer by reason of any such uses of such music publishing rights, then Writer agrees that, during the term of any such assignment or license, Writer shall look only to such assignee or licensee for payment of such royalties (and shall be entitled only to inspect such assignee's or licensee's books and records relative to uses of the lyrics at reasonable business hours and at such assignee's or licensee's offices), provided that Company shall not be relieved of its obligations with respect thereto unless the assignee is a parent, subsidiary or affiliate of Company, or a recognized distributor of motion pictures or television programs, or a "major" motion picture company (as that term is understood in the motion picture industry), or a "major" television network (as that term is understood in the television industry), or a "major" record company or music publishing company (as those terms are understood in the music industry).

(d) Writer acknowledges that Company has not made and is not hereby making any representation or warranty with respect to the amount of royalties, if any, which may be derived from uses of music publishing rights, it being further understood that nothing herein shall be deemed to impose any obligation on Company to use or authorize the use of the music and/or any music publishing rights derived therefrom.

7. Company agrees that:

(i) if the description of the music in Paragraph 1 of this agreement refers to a particular television program in connection with which such music may be used, and if such music or a substantial portion thereof are used in connection with such program or are otherwise used hereunder, then Company shall give Writer (or cause Writer to be given) "Music by Tommy Goodman" credit in the main titles of all release prints of such programs and whenever and wherever the lyricist(s) thereof receive credit;

(ii) if any of the music is described in Paragraph 1 of this agreement as music for the theme song for a television pilot program and/or television series, and if such theme song or a substantial portion thereof is used as the theme song for such pilot program and/or program series, then Company shall give Writer (or cause Writer to be given) credit on all release prints of any such

program in which such theme song is used as the theme song, as Writer of the music of such theme song.

The form, style, size, placement and nature of any credit provided for herein shall be determined by Company (or its assignee or licensee) in its sole discretion. Any unintentional and/or inadvertent failure to give credit as above provided, whether because of lack of broadcast time or otherwise, shall not be a breach of this agreement.

8. Company shall have the right and may grant to others the right to use, disseminate, reproduce, print and publish Writer's name, likeness, voice and biographical material concerning Writer as news or informative matter and in connection with advertising and for purposes of trade in connection with any motion picture or television program in which the music is used, and/or in connection with any other uses of the music. The rights granted herein shall not include the right to use or to grant to others the right to use Writer's name, voice, likeness and biographical material in any direct endorsement of any product or service without Writer's prior written consent.

9. Writer hereby warrants that Writer is free and able to enter into and fully perform this agreement and to grant all rights herein granted. Further, Writer warrants that the music in the form in which it is delivered shall be wholly original with Writer and shall not be copied from any other work and shall not, nor shall the use thereof, infringe or violate the copyright or any common law right or any personal, proprietary, or other right of any kind whatsoever of any person, firm, corporation or association. If any of the music delivered hereunder is described as based upon traditional or public domain compositions, Writer warrants that such compositions are in the public domain throughout the world and that Writer's treatment of such compositions is original and shall not be copied from any work other than such public domain compositions, nor shall the use thereof infringe or violate the copyright or any common law right or any personal, proprietary or other right of any kind whatsoever of any person, firm, corporation or association. Notwithstanding the foregoing, if any of the music delivered hereunder is described as based upon materials furnished by Company or as based upon traditional or public domain compositions furnished by Company, Writer makes no warranty as to the originality or ownership of such materials or compositions furnished by Company.

10. Writer shall indemnify and hold Company, its successors, assigns and licensees, any network and/or stations over which the music shall be broadcast, the sponsors, if any, of any program on which they are broadcast, and their advertising agencies, if any, and any other parties who shall utilize the lyrics or any part thereof in any way with Company's permission, and the directors, officers, agents and employees of any of the foregoing, free and harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of any use of the music or any part thereof or arising out of any breach by Writer of any warranty or agreement made by Writer herein. Company shall similarly indemnify and hold Writer harmless with respect to any claims by any third party that the separate lyrics themselves (as opposed to the music or the music combined with lyrics) infringes the copyright or other rights of any third parties.

11. It is understood and agreed that all or part of this agreement and all the results and proceeds thereof may be assigned by Company to any third party without Writer's consent and in this event, Company's successors and/or assigns shall be entitled to any and all rights, privileges, and equities to which Company is entitled under and by virtue of this agreement. In the event of such an assignment, Company shall not be relieved of its obligations hereunder unless the assignee is a parent, subsidiary or affiliate of Company, or a recognized distributor of motion pictures or television programs, or a "major" motion picture company (as that term is understood in the motion picture industry), or a "major" television network (as that term is understood in the television industry), or a "major" record company or music publishing company (as those terms are understood in the music industry).

Nothing in this agreement shall in any way derogate from, diminish or impair any rights granted to Company or to any parent, subsidiary or affiliate of Company under any other agreement entered into between Writer and Company or any parent, subsidiary or affiliate thereof.

This agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assigns and licensees and, in the case of Writer, Writer's heirs, devisees, executor or administrator.

12. (a) This agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to contracts entered into and fully to be performed therein.

(b) A waiver by either party of any of the terms and conditions of this agreement in any one instance shall not be construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

(c) This agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained and this agreement cannot be changed, rescinded or terminated orally.

(d) If more than one person signs this agreement as "Writer", the rights and obligations of each such signatory shall be joint and several and all references throughout this agreement to "Writer" shall mean and refer to each signatory individually and to all such signatories jointly, so that a breach of any provision of this agreement shall be deemed a breach of each and all such signatories, it being understood that all such signatories assume each and every duty and obligation hereunder, both jointly and severally. All payments specified herein shall be in full satisfaction of Company's obligations to all such signatories and, if this agreement does not provide for a division of such payments between such signatories, Company shall have no responsibility or liability with regard to the division of such payments between such signatories.

(e) If any provision of this agreement as applied to any party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this agreement, the application of such provision in any other circumstances or the validity or enforceability of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

SUNBOW PRODUCTIONS, INC. (Company)


Tommy Goodman (Writer)

By:


Its

SCHEDULE "A"

GLO FRIENDS SAVE CHRISTMAS

THE WHAT IF THERE'S NO CHRISTMAS BLUES
GLO FRIENDS OPENING THEME/CLOSING THEME
SAY GOODBYE TO CHRISTMAS
GLO EVERYBODY GLO
IT'S TIME TO BE BRAVE
YOU CAN'T ALWAYS COUNT ON SANTA CLAUS

Lyricist - Barry Harman

CERTIFICATE OF AUTHORSHIP

I hereby certify that I wrote, for SUNBOW PRODUCTIONS, INC. (herein referred to as the "Company"), certain original musical material for use in connection with the fully-animated children's television special tentatively entitled "GLO FRIENDS SAVE CHRISTMAS," pursuant to an agreement dated as of July 1, 1985.

I further certify that said material was specially ordered or commissioned by Company for use as a part of an audiovisual work and is a work-made-for-hire within the meaning of Section 101 of the United States Copyright Act and that said Company is the author and owner thereof and is entitled to the copyright therein (if said material is copyrightable) and all renewals thereof, and all rights of any kind or nature therein, with the right to make such changes therein and uses thereof as said Company may from time to time determine as such author and owner.

Dated: As of July 1, 1985



Tommy Goodman (Writer)

INDUCEMENT LETTER

Dated as of: July 1, 1985

Sunbow Productions, Inc.
122 East 42nd Street
Suite 1105
New York, New York 10168

Re: Sunbow Productions, Inc. With TOMMY GOODMAN
ENTERPRISES, INC./"GLO FRIENDS SAVE CHRISTMAS"

Gentlemen:

Reference is made to that certain agreement dated as of July 1, 1985 (herein called the "Agreement") between TOMMY GOODMAN ENTERPRISES, INC. (herein called "Contractor") and you, which, among other things, makes available the services of the undersigned by Contractor to you for the purposes set forth in said Agreement.

As an inducement to you to enter into the Agreement and as a material part of the consideration moving to you for so doing, the undersigned hereby represents, warrants and agrees as follows:

1. That the undersigned has heretofore entered into an agreement (herein called the "Employment Agreement") with Contractor covering the rendition of the undersigned's services for Contractor and that Contractor has the right and authority to enter into the Agreement and to furnish the rights and services of the undersigned upon the terms and conditions therein specified.

2. That the undersigned is familiar with each and all of the terms, covenants and conditions of the Agreement and hereby consents to the execution thereof; that the undersigned shall perform and comply with all of the terms, covenants and conditions of the Agreement on the part of the undersigned to be performed and complied with, even if the Employment Agreement should hereafter be terminated or suspended; that the representations and warranties of Contractor contained in the Agreement are true; that the undersigned shall render all of the services provided for under the Agreement and hereby confirms that there have been granted to Contractor all of the rights granted by Contractor to you under the Agreement; that all notices served upon Contractor in accordance with the Agreement shall be deemed notices to the undersigned of the contents thereof.

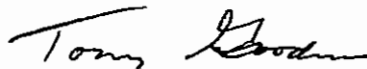
3. That the undersigned is under no obligation or disability by law or otherwise which would prevent or restrict the undersigned from performing and complying with all of the terms, covenants and conditions of the Agreement on the part of the undersigned to be performed or complied with.

4. That, except in the event that the undersigned is deemed substituted for Contractor as a direct party to the Agreement, pursuant to Paragraph 6 hereof, the undersigned will look solely to Contractor and not to you for all compensation and other remuneration for any and all services and rights which the undersigned may render and/or grant under the Agreement.

5. That you shall be entitled to equitable relief against the undersigned by injunction or otherwise to restrain, enjoin and/or prevent the violation or breach by the undersigned of any obligation of the undersigned to be performed as provided in the Agreement and/or the violation or breach by the undersigned of any obligations or agreements under this present instrument.

6. That if Contractor should be dissolved or should otherwise cease to exist or for any reason whatsoever should failr, be unable, neglect or refuse to perform and observe each and all of the conditions of the Agreement requiring performance or compliance on its part, the undersigned shall at your election be deemed substituted as a direct party to the Agreement in the place and stead of Contractor and, further, that in the event of a breach or threatened breach of the Agreement by Contractor or by the undersigned you shall be entitled to legal and equitable relief by way of injunction or otherwise against Contractor or against the undersigned or both of us in your discretion in any event without the necessity of first resorting to or exhausting any rights or remedies which you may have against Contractor; all of the foregoing to be to the same extent and with the same force and effect as if the undersigned were a direct party to the Agreement in the first instance and as if in the Agreement the undersigned had personally agreed to render the services therein provided to be rendered by the undersigned and to perform and observe each and all of the terms and conditions of the Agreement requiring performance or compliance on the part of Contractor or the undersigned or both of us.

Very truly yours,



Tommy Goodman

Dated as of: July 1, 1985

TOMMY GOODMAN ENTERPRISES, INC.
101 West 57th Street
Apartment 12H
New York, New York 10019

Re: Lending Agreement/GLO FRIENDS SAVE CHRISTMAS

Gentlemen:

This will confirm the agreement between you and the undersigned with respect to your loanout of the services of Tommy Goodman to the undersigned as follows:

1. Reference is hereby made to that certain Agreement (hereinafter referred to as the "Employment Agreement"), of even date herewith, by and between the undersigned and Tommy Goodman (hereinafter the "Employee") relating to the services of Employee as designated therein in connection with the fully-animated children's special presently entitled "GLO FRIENDS SAVE CHRISTMAS." A copy of said Employment Agreement is attached hereto, marked Exhibit "A" and is by this reference made a part hereof. Notwithstanding the fact that said Employment Agreement is drafted in the form of an agreement between the undersigned and Employee in Employee's individual capacity, it is understood that we are engaging you to furnish to us the services of Employee and to grant to us the right stated as granted to us by Employee under the Employment Agreement in accordance with and subject to each and all of the terms and conditions set forth therein, which terms and conditions are by this reference incorporated herein as though expressly set forth in full. You hereby agree to furnish said services and grant said rights and to cause Employee to comply with all of the terms and conditions of said Employment Agreement. You, in your own behalf, hereby represent, warrant and agree to all matters and things which Employee has represented, warranted and agreed to under the Employment Agreement, and in your own behalf hereby acknowledge all matters and things which Employee has acknowledged under the terms and provisions of the Employment Agreement. The undersigned shall have all rights in and to Employee's services and the results and proceeds thereof, and any and all other rights and remedies provided for under the terms and provisions of the Employment Agreement, all to the same extent as if the undersigned had employed Employee directly under said Employment Agreement. Without in any way limiting the generality of the foregoing, you warrant, represent and agree that Employee's services and the results and proceeds thereof and all material written or composed by

Employee pursuant to the terms and provisions of the Employment Agreement are a work made for hire within the meaning of Section 101 of the United States Copyright Act specially ordered or commissioned by us for use as a part of an audio-visual work and that all right, title and interest therein shall upon the rendition of creation thereof vest in us, and that we shall be the exclusive owner thereof and of the copyright therein, as copyright author and proprietor.

2. On condition that you and Employee keep and perform every material term and condition on your respective parts to be kept and performed by each of you under this Agreement and under the Employment Agreement and neither you nor Employee is in default or otherwise in breach under said Agreements, the undersigned shall pay to you, and not to Employee, as full and complete consideration for all services to be rendered and all rights now or hereafter granted by you and/or Employee under said Agreements, all compensation payable to Employee under the Employment Agreement. Subject to the foregoing provision regarding to whom Employee's share of the compensation arising under the Employment Agreement shall be payable, such compensation shall be otherwise payable as provided in said Employment Agreement. You hereby agree to make or cause to be made when due all payments of compensation which may be required to be remitted to Employee, as well as any and all payments of taxes and/or other contributions which have arisen or may arise out of the services to be rendered by Employee hereunder, and to indemnify and hold the undersigned and the undersigned's licensees, successors and assigns harmless with respect to the making of any and all such payments. Upon presentation to the undersigned of satisfactory evidence of payment by you, the undersigned shall reimburse you for all sums actually paid by you to any applicable guild, union or other collective bargaining unit pension and health and welfare funds arising out of the undersigned's use of Employee's services pursuant hereto; provided, however, that in no event shall such reimbursement exceed the extent to which the undersigned would have been required to make the particular payment or payments had the undersigned employed said Employee directly.

3. You hereby represent, warrant and agree that you are a duly organized and existing corporation and are presently in good standing under the laws of the State of your incorporation; that you have or shall be deemed to have a valid, binding and subsistent written employment agreement with Employee pursuant to which Employee is obligated to

render Employee's services exclusively for you for at least the full term of the Employment Agreement and that you are exclusively entitled to all services of Employee which are or will be required to be performed by Employee hereunder, and that you are exclusively entitled to and control all rights in and to all results and proceeds of Employee's services which are granted or are to be granted hereunder; that you are free to enter into this Agreement to furnish to us the services of Employee upon the terms and conditions set forth herein, to make the representations and warranties contained herein, and to grant the rights granted herein; that you are not subject to any obligation or disability which will or might prevent or interfere with the full completion and performance by you of all of the obligations and conditions to be kept or performed by you hereunder; that you have not made and will not make any grant or assignment which will or might conflict with or impair the complete enjoyment of the rights and privileges granted to the undersigned hereunder.

You further warrant that you are or will become during the term of the Employment Agreement a signatory in good standing to any collective bargaining agreement between us and any union or guild having jurisdiction over the services of Employee.

4. If you or your successors-in-interest should be dissolved or otherwise cease to exist or for any reason whatsoever fail, be unable, neglect or refuse to perform, observe or comply with any or all of the terms and conditions of this Agreement, Employee may, at our election, be deemed to be employed directly by us for the balance of the term of the Employment Agreement upon the terms and conditions set forth therein. In the event of a breach or threatened breach of this Agreement or the Employment Agreement by you or by Employee, we shall be entitled to legal, equitable and other relief against you and/or against Employee in our discretion. We shall have all rights and remedies against Employee which we would have if Employee were directly employed by us under the Employment Agreement. We shall not be required to first resort to or exhaust any rights or remedies which we may have against you before exercising our rights and remedies against Employee.

5. You shall have the benefit of all agreements, representations and warranties made by the undersigned to Employee under the Employment Agreement; provided, however, that you shall not thereby receive any rights hereunder greater than or in excess of those which Employee would have received had the undersigned employed Employee directly.

6. This Agreement shall be deemed to have been made in the State of New York and shall be construed and enforced in accordance with the internal law of the State of New York applicable to contracts negotiated, executed and wholly performed within said State. You consent to the jurisdiction of the courts of the State of New York, and the United States courts located in New York, in connection with any lawsuit, action or proceeding arising out of or relating to this Agreement or the Employment Agreement.

7. Service of all notices, demands or instruments relating to this Agreement, the Employment Agreement or either of them, or to the rendition of the services of Employee, which the undersigned is required or may desire to serve upon you shall be deemed effective by delivery to you or Employee in the manner provided in care of the address set forth under the notice provisions of the Employment Agreement.

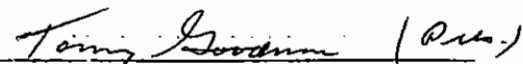
Very truly yours,

SUNBOW PRODUCTIONS, INC.

By: 

ACCEPTED AND AGREED TO:

TOMMY GOODMAN ENTERPRISES, INC.

By:  (Pres.)

Employee I.D. #132950443

Exhibit G

AGREEMENT made of this 1st day of June, 1985, by and between SUNBOW PRODUCTIONS, INC. ("Company"), whose business address is 380 Lexington Avenue, Suite 1105, New York, New York 10168, and BHB PRODUCTIONS, INC. ("Contractor") whose business address is 35 West 92nd Street, New York, New York 10025, f/s/o Barry Harman ("Writer").

In consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

1. Company hereby engages Contractor and Contractor hereby accepts such engagement, to furnish the services of Writer to Company for the purpose of writing, preparing and delivering to Company original lyrics (hereinafter referred to as the "Lyrics") for six (6) songs (including both television length lyric as well as an expanded version thereof for each song) to be used in a one-half hour fully-animated children's television show presently entitled "GLO FRIENDS SAVE CHRISTMAS" (it being understood that the mention of the show is for purposes of identification only and shall in no way restrict Company's rights in the Lyrics, and the use thereof, as set forth in this Agreement). The Lyrics shall be delivered to Company in accordance with a schedule to be mutually determined by the Company and Contractor, and the expanded versions thereof shall be delivered as requested by Company.

2. (a) For all rights herein granted to Company in the Lyrics for the six (6) songs, and for performance by Contractor of all obligations hereunder, Company shall pay Contractor a fee of Six Thousand Five Hundred (\$6,500) Dollars. In the event Company requests Contractor to furnish Writer's services to write and deliver lyrics for additional songs (i.e., more than six [6]) and Contractor agrees to do so, Contractor will be paid One Thousand (\$1,000) Dollars for each such additional song (including both television length lyric as well as an expanded version thereof for each song) for which Writer writes and delivers the Lyrics, in each case payable on delivery of the Lyrics.

(b) Payment by a parent or affiliate of Company shall be deemed to constitute payment by Company hereunder. Nothing herein contained shall be deemed to impose any obligation on Company to use or authorize the use of the Lyrics, and Company shall have fully discharged its obligations to Contractor hereunder by payment to Contractor of the amount specified in subparagraph (a) of this Paragraph 2.

3. Contractor shall deliver one (1) copy of the Lyrics to Company as Company shall designate.

4. It is understood and agreed that Writer may write the Lyrics at such times and places as Writer may choose, subject

only to Contractor's obligation to make timely delivery of the Lyrics in accordance with the terms of this Agreement.

5. (a) Contractor warrants, acknowledges and agrees that the Lyrics to be written by Writer and delivered by Contractor are to be written by Writer under and pursuant to an employment agreement between Contractor and Writer pursuant to which Contractor is entitled to the exclusive services of Writer, and to all the results of Writer's services; that the Lyrics were specifically ordered and commissioned by Company for use as part of an audiovisual work; and that the Lyrics are a work made for hire within the meaning of Section 101 of the United States Copyright Act. Upon writing of the Lyrics, all right, title and interest therein shall automatically vest in Company and Company shall be the sole and unlimited owner thereof and of all rights therein throughout the world forever, and Company shall be entitled to copyright therein, including statutory copyright and all renewals thereof, as copyright author and proprietor. Company may freely assign and grant rights and licenses with respect to the Lyrics and any copyright therein (including any renewals thereof), and in this connection Contractor agrees to execute and deliver and/or cause Writer to execute and deliver to Company any and all instruments required by Company in connection with the use and enjoyment of the Lyrics and of Company's rights therein and thereto. Contractor hereby appoints Company as Contractor's and Writer's attorney-in-fact with the right but not the obligation to execute any such instruments in Contractor's or Writer's name on Company's behalf. On execution hereof, Contractor shall sign and shall cause Writer to sign the Certificate of Authorship attached hereto for the Lyrics.

(b) Without in any way limiting the generality of the foregoing, it is agreed that Company shall have the exclusive right and may license others to use, adapt, arrange, change, add to, or subtract from the Lyrics and to combine the same with other literary material and/or music and to publish, record, produce, reproduce, transmit, perform, broadcast, telecast, and/or otherwise communicate the same or any version or versions thereof by any means (including, but not limited to, in synchronization with motion pictures, television and/or any other form of recordation or reproduction of sight and/or sound), whether now known or hereafter devised, publicly for profit or otherwise, it being understood that Contractor and Writer hereby waive any so-called "moral rights" which may now be or may hereafter be recognized. It is understood and agreed that neither Contractor nor Writer shall have any right, title or interest in any other literary material and/or music which may be combined with the Lyrics.

(c) During any period or periods of time during which Writer is affiliated with any small performing rights society (herein called the "Society"), Company shall and does

hereby, under and pursuant to this Paragraph, license back to Writer a non-exclusive undivided one-half (1/2) interest (but, if the Lyrics or any form thereof are the composition of Writer and other lyricists and/or composers, then the grant hereunder shall be deemed a grant of an undivided one-half (1/2) interest to Writer and all other such lyricists and/or composers jointly) in the non-dramatic (i.e., "small") performing rights in the Lyrics (but only when the Lyrics are combined with music) so as to enable Writer to license such non-dramatic performing rights to Society, and to collect the Writer's share of royalties derived therefrom, it being understood, in this connection, that Company (or any assignee or licensee of all or any of Company's rights under this Agreement) shall not exercise such non-dramatic performing rights during such period or periods without obtaining a license therefor from Society, except that Company and/or any such assignee or licensee, may exercise such non-dramatic performing rights in the Lyrics by reason of, under and pursuant to this Agreement,

(i) during any period or periods during which such non-dramatic performing rights are not controlled by and/or available for license to Company or any such assignee or licensee at standard rates from Society, or in the case of public performances of the Lyrics in geographical areas outside of Society's jurisdiction, from any other organization or society which is affiliated with Society or which has a collection agreement with Society and which controls the non-dramatic performing rights in any geographical area in which the Lyrics are to be performed; and/or

(ii) in connection with theatrical exhibitions in the United States, its territories and possessions; and/or

(iii) in connection with any performance of the Lyrics within the United States, its territories and possessions, which is not a public performance;

it being understood that Company (and/or any such assignee or licensee) shall have no obligation to pay any royalties or other sums to Writer, Contractor, Society, or any successor to the rights of any of them with respect to non-dramatic performances of the Lyrics made pursuant to subclauses (i) through (iii) hereof. If Company makes or authorizes any non-dramatic performances of the Lyrics under and pursuant to this Agreement, and if Writer or Contractor shall assert any claim that any such performance violates any rights of Writer or Contractor, then (A) under no circumstances shall Writer or Contractor have the right to take any action or initiate any proceeding with respect to such claim which would have the effect of enjoining and/or preventing and/or otherwise interfering with any said

non-dramatic performances, it being agreed that any such action or proceeding shall be limited to an action at law for damages; and (B) if Writer or Contractor shall assert such a claim pertaining to a non-dramatic performance of the Lyrics made by any assignee or licensee of Company, then any action taken or proceeding brought by Writer or Contractor shall be limited to an action at law for damages against such assignee or licensee exclusively. The foregoing references to Society shall not be construed as giving Society any independent right to take any action or initiate any proceeding with respect to any such claim.

(d) Without limiting the generality of any rights granted under this Agreement, and notwithstanding any license hereunder to Writer pursuant to subparagraph (c) above, Writer and Contractor expressly acknowledge that Company, its successors, assigns and/or licensees shall have the right to collect the publisher's share of performance royalties becoming due and payable hereunder from any small performing rights society by reason of performances of the Lyrics combined with music, it being expressly agreed that Writer and Contractor shall not be entitled to any share of such monies which are distributed to Company, its successors, assigns, and/or licensees by any small performing rights society. Writer shall be entitled to collect the Writer's share of any such royalties with respect to the Lyrics jointly with any other lyricists and/or composers of such Lyrics. The terms "publisher's share" and "Writer's share" as used in this Agreement have the same meaning here as is commonly understood in the music publishing and motion picture and television industries. Company may represent to any domestic or foreign performing rights society or similar organization requiring an acknowledgement of the type made by Writer herein that Contractor and Writer have acknowledged Company's right to collect and retain the publisher's share of royalties; further, if any such society or organization requires written authorization from Writer or Contractor in order to make payments of the publisher's share of royalties to Company, Writer and Contractor shall promptly execute and deliver such authorization. If any such society or organization makes payment to Writer or Contractor of all royalties (i.e., both Writer's and publisher's share) with respect to any performance to Writer, Contractor shall promptly remit one-half (1/2) of such royalty to Company.

6. Further, in the exercise of its rights hereunder and without in any way limiting the generality of the foregoing, Company shall have, as owner and copyright proprietor of the Lyrics, the complete control of the publication of the Lyrics and of all rights incident thereto, including, but not limited to, the right to license the manufacture of phonograph records and other recordings of the Lyrics and the right to license motion picture synchronization rights (all of which rights are herein sometimes collectively called "music publishing rights").

Without limiting the generality of the foregoing, it is agreed that Company may assign or license any or all such music publishing rights and/or any or all other rights granted to Company under this Agreement to any music publishing company or production company which is a parent or subsidiary of Company or otherwise affiliated with Company or to any other third party.

(a) With respect to Company's exercise of music publishing rights in the Lyrics (as defined above), uses of the Lyrics combined with music (but, if the Lyrics with music or any form thereof is the composition of Writer and other composers and/or lyricists, then the royalties hereunder shall be shared equally by all such lyricists and/or composers):

(i) sums equal to fifty (50%) percent of the net proceeds (as defined below) received by Company from third parties for licenses for the manufacture or commercial phonograph records and/or licenses of theatrical motion picture synchronization rights (as defined below);

(ii) for regular piano copies, if any, sold and paid for at wholesale in the United States and/or Canada, sums equal to six cents (.06) per copy for the first one hundred thousand (100,000) copies sold, and eight cents (.08) per copy for copies sold in excess of 100,000;

(iii) sums equal to fifty (50%) percent of net proceeds received by Company from third parties for regular piano copies, if any, sold and paid for at wholesale outside of the United States and/or Canada;

(iv) with respect to orchestrations, including band arrangements, if any, sold and paid for at wholesale anywhere in the world, sums equal to ten (10%) percent of the wholesale price therefor, after trade discounts;

(v) with respect to any songbook, folio or similar publication, if any, sold and paid for at wholesale anywhere in the world, sums equal to the amount resulting from dividing ten (10%) percent of the wholesale price, after trade discounts, therefor by the total number of copyrighted musical compositions contained in such publication;

(vi) with respect to other uses of the Lyrics hereunder, sums equal to the amount resulting from dividing fifty (50%) percent of the net proceeds received by Company from third parties therefor by the

total number of copyrighted musical compositions and/or literary materials contained or included in such uses.

No royalties shall be payable hereunder for professional material not sold or resold; further, no royalties shall be payable to Writer with respect to uses of the Lyrics except as hereinabove expressly set forth. The term "theatrical motion picture rights" as used herein refers to synchronization rights granted with respect to motion pictures intended primarily and initially for theatrical release by direct projection before paid-admission audiences; in no event shall such term refer to motion pictures or other methods of recordation, whether now known or hereafter devised, which are produced primarily and initially for television broadcasting by any means whatsoever. The term "net proceeds" as used hereinabove, shall mean all monies actually received by Company (or any assignee of Company's rights or licensee hereunder) which are directly attributable to licenses issued authorizing the manufacture of commercial phonograph records and/or licenses relating to theatrical motion picture synchronization rights, and/or for the exercise of publication rights referred to in subclause (iii) above, as the case may be, after the deduction of all costs, expenses, fees and commissions which are directly attributable to the exploitation of the Lyrics and combined music by way of commercial phonograph records or by way of theatrical motion picture synchronization, or by way of publication, as the case may be, computed in accordance with good and standard practices. In the event that Company licenses the Lyrics or any songs in a form containing music or other literary materials written or composed by any third party or parties, then Contractor's royalties hereunder, with respect to the Lyrics or such songs in such form, shall be reduced proportionately to an amount equal to the royalties payable hereunder divided by the number of composers and lyricists (including Writer) who have furnished materials and services for such music and Lyrics and who are entitled to receive royalties from Company, provided that in the event that both one or more composers and one or more lyricists have furnished materials and services for such songs, then the total royalties payable to all such lyricists (including Writer) collectively in accordance with the aforesaid proportionate reduction with respect to such Lyrics or such songs shall be equal to the total royalties payable to all such composers collectively in accordance with said reduction with respect to such Lyrics or such songs. Company shall render royalty statements to Contractor, accompanied by any remuneration due Contractor, such statements to be rendered at least once during each calendar year during which royalties are payable.

(b) If, for any reason, exportation of money to the United States from any foreign country, territory or place should be prohibited, prevented or rendered commercially impracticable, the amount received by Company (if Company's share

thereof is actually paid to Company in such foreign country, territory or place) shall not be considered gross receipts hereunder unless and until the same shall have actually been received in the United States in United States currency, less any discounts, losses, costs or expenses suffered by or imposed upon Company with respect to transmittal of such money to the United States and the conversion thereof to United States currency; provided, however, that if Contractor so requests in writing, that portion of such blocked or frozen funds which would represent Contractor's share of net proceeds of such gross receipts, but for being frozen or blocked, shall be deposited in Contractor's name in any bank or depository designated by Contractor in such country wherein such funds are blocked or frozen subject to the laws of such country with respect to such deposits and withdrawals by Contractor therefrom. Contractor shall have the right at Contractor's sole expense to inspect Company's books and records relative to gross receipts derived from use of the Lyrics hereunder and to make extracts thereof provided such inspection shall be made at Company's offices during reasonable business hours and upon reasonable notice and not more frequently than once per year. All royalties, statements and other accounts rendered by Company shall be binding upon Contractor and not subject to any objection by Contractor unless specific objection in writing, stating the basis thereof, is given to Company by Contractor by one (1) year from the date rendered.

(c) If Company assigns or licenses any uses of the music publishing rights to any third party (including any aforementioned subsidiary or affiliated company) and if Company authorizes such third party to account directly to Contractor with respect to royalties payable to Contractor by reason of any such uses of such music publishing rights, then Contractor agrees that, during the term of any such assignment or license, Writer shall look only to such assignee or licensee for payment of such royalties (and shall be entitled only to inspect such assignee's or licensee's books and records relative to uses of the Lyrics at reasonable business hours and at such assignee's or licensee's offices), provided that Company shall not be relieved of its obligations with respect thereto unless the assignee is a parent, subsidiary or affiliate of Company, or a recognized distributor of motion pictures or television programs, or a "major" motion picture company (as that term is understood in the motion picture industry), or a "major" television network (as that term is understood in the television industry), or a "major" record company or music publishing company (as those terms are understood in the music industry).

(d) Contractor acknowledges that Company has not made and is not hereby making any representation or warranty with respect to the amount of royalties, if any, which may be derived

from uses of music publishing rights, it being further understood that nothing herein shall be deemed to impose any obligation on Company to use or authorize the use of the Lyrics and/or any music publishing rights derived therefrom.

7. Company agrees that:

(a) if the description of the Lyrics in Paragraph 1 of this Agreement refers to a particular television program in connection with which such Lyrics may be used, and if such Lyrics or a substantial portion thereof are used in connection with such program or are otherwise used hereunder, then Company shall give Writer (or cause Writer to be given) credit as Writer of such Lyrics or as a writer of the television series on all release prints of such programs;

(b) if any of the Lyrics as described in Paragraph 1 of this Agreement are used as Lyrics for the theme song for a television pilot program and/or television series, then Company shall give Writer (or cause Writer to be given) credit on all release prints of any such program in which such theme song is used as the theme song, as Writer of the Lyrics of such theme song. It being understood that whenever the composer receives credit the lyricist receives credit in the same size and style as the composer.

The form, style, size, placement and nature of any credit provided for herein shall be determined by Company (or its assignee or licensee) in its sole discretion. Any unintentional and/or inadvertent failure to give credit as above provided, whether because of lack of broadcast time or otherwise, shall not be a breach of this Agreement.

8. Company shall have the right and may grant to others the right to use, disseminate, reproduce, print and publish Writer's name, likeness, voice and biographical material concerning Writer as news or informative matter and in connection with advertising and for purposes of trade in connection with any motion picture or television program in which the Lyrics are used, and/or in connection with any other uses of the Lyrics. The rights granted herein shall not include the right to use or to grant to others the right to use Writer's name, voice, likeness and biographical material in any direct endorsement of any product or service without Writer's prior written consent.

9. Contractor hereby warrants that Contractor is free and able to enter into and fully perform this Agreement, to furnish the services of Writer, and to grant all rights herein granted. Further, Contractor warrants that the Lyrics in the form in which they are delivered shall be wholly original with Writer and shall not be copied from any other work and shall not, nor shall the use thereof, infringe or violate the copyright or any common law right or any personal, proprietary, or other right

of any kind whatsoever of any person, firm, corporation or association. If any of the Lyrics delivered hereunder are described as based upon traditional or public domain compositions, Contractor warrants that such compositions are in the public domain throughout the world and that Writer's treatment of such compositions is original and shall not be copied from any work other than such public domain compositions, nor shall the use thereof infringe or violate the copyright or any common law right or any personal, proprietary or other right of any kind whatsoever of any person, firm, corporation or association. Notwithstanding the foregoing, if any of the Lyrics delivered hereunder are described as based upon materials furnished by Company or as based upon traditional or public domain compositions furnished by Company, Contractor makes no warranty as to the originality or ownership of such materials or compositions furnished by Company.

10. Contractor shall indemnify and hold Company, its successors, assigns and licensees, any network and/or stations over which the Lyrics shall be broadcast, the sponsors, if any, of any program on which they are broadcast, and their advertising agencies, if any, and any other parties who shall utilize the Lyrics or any part thereof in any way with Company's permission, and the directors, officers, agents and employees of any of the foregoing, free and harmless from any and all claims, damages, liabilities, costs and expenses, including reasonable counsel fees, arising out of any use of the Lyrics or any part thereof or arising out of any breach by Contractor of any warranty or agreement made by Contractor herein. Company shall similarly indemnify and hold Contractor harmless with respect to any claims by any third party that the separate music itself (as opposed to the Lyrics or the music combined with Lyrics) infringes the copyright or other rights of third parties.

11. It is understood and agreed that all or part of this Agreement and all the results and proceeds thereof may be assigned by Company to any third party without Contractor's consent and in this event, Company's successors and/or assigns shall be entitled to any and all rights, privileges, and equities to which Company is entitled under and by virtue of this Agreement. In the event of such an assignment, Company shall not be relieved of its obligations hereunder unless the assignee is a parent, subsidiary or affiliate of Company or a recognized distributor of motion pictures or television programs, or a "major" motion picture company (as that term is understood in the motion picture industry), or a "major" television network (as that term is understood in the television industry), or a "major" record company or music publishing company (as those terms are understood in the music industry).

Nothing in this Agreement shall in any way derogate from, diminish or impair any rights granted to the Company or to any parent, subsidiary or affiliate of Company under any other agreement entered into between Writer and Company or any parent, subsidiary or affiliate thereof.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors, assigns and licensees.

12. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to contracts entered into and fully to be performed therein.

(b) A waiver by either party of any of the terms and conditions of this Agreement in any one instance shall not be construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

(c) This Agreement contains the entire understanding of the parties hereto relating to the subject matter herein contained and this Agreement cannot be changed, rescinded or terminated orally.

(d) If any provisions of this Agreement as applied to any party or to any circumstances shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of such provision in any other circumstances or the validity or enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SUNBOW PRODUCTIONS, INC. ("Company")

By: 
Its

BHB PRODUCTIONS, INC. ("Contractor")

By: 
Its 

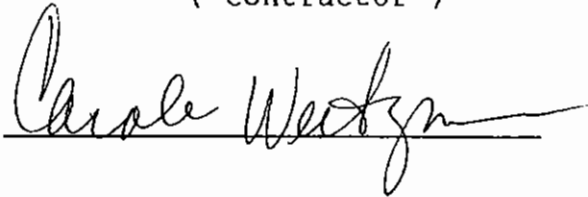
Schedule A

Barry Harman ("Writer") hereby certifies that he wrote certain original lyrics as an employee of BHB PRODUCTIONS, INC. ("Contractor") in the regular course of his employment. Contractor hereby certifies that Contractor was specially commissioned by SUNBOW PRODUCTIONS, INC. ("Company") to furnish the services of Writer to write and deliver said lyrics to Company for use as part of a fully-animated children's television program tentatively entitled "GLO FRIENDS SAVE CHRISTMAS" pursuant to an agreement dated as of June 1, 1985. Accordingly, Writer and Contractor acknowledge and agree that the said lyrics are a work made for hire within the meaning of Section 101 of the United States Copyright Act and that Company is the author and owner thereof and is entitled to copyright therein (and all renewals thereof), and all rights of any kind or nature therein, with the right to make such changes therein and uses thereof as Company may from time to time determine as such author and owner.

BHB PRODUCTIONS, INC.
("Contractor")

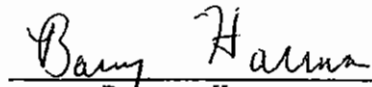
Dated:

By:



Dated:

2/21/86


Barry Harman

INDUCEMENT LETTER

Dated as of June 1, 1985

Sunbow Productions, Inc.
380 Lexington Avenue
Suite 1105
New York, New York 10168

Re: Sunbow Productions, Inc. with BHB Productions,
Inc./"GLO FRIENDS SAVE CHRISTMAS"

Gentlemen:

Reference is made to that certain agreement dated as of June 1, 1985 (herein called the "Agreement") between BHB PRODUCTIONS, INC. (herein called "Contractor") and you, which, among other things, makes available the services of the undersigned by Contractor to you for the purposes set forth in said Agreement.

As an inducement to you to enter into the Agreement and as a material part of the consideration moving to you for so doing, the undersigned hereby represents, warrants and agrees as follows:

1. That the undersigned has heretofore entered into an agreement (herein called the "Employment Agreement") with Contractor covering the rendition of the undersigned's services for Contractor and that Contractor has the right and authority to enter into the Agreement and to furnish the rights and services of the undersigned upon the terms and conditions therein specified.

2. That the undersigned is familiar with each and all of the terms, covenants and conditions of the Agreement and hereby consents to the execution thereof; that the undersigned shall perform and comply with all of the terms, covenants and conditions of the Agreement on the part of the undersigned to be performed and complied with, even if the Employment Agreement should hereafter be terminated or suspended; that the representations and warranties of Contractor contained in the Agreement are true; that the undersigned shall render all of the services provided for under the Agreement and hereby confirms that there have been granted to Contractor all of the rights granted by Contractor to you under the Agreement; that all notices served upon Contractor in accordance with the Agreement shall be deemed notices to the undersigned of the contents thereof.

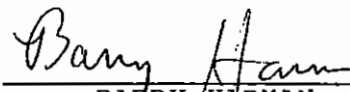
3. That the undersigned is under no obligation or disability by law or otherwise which would prevent or restrict the undersigned from performing and complying with all of the terms, covenants and conditions of the Agreement on the part of the undersigned to be performed or complied with.

4. That, except in the event that the undersigned is deemed substituted for Contractor as a direct party to the Agreement, pursuant to Paragraph 6 hereof, the undersigned will look solely to Contractor and not to you for all compensation and other remuneration for any and all services and rights which the undersigned may render and/or grant under the Agreement.

5. That you shall be entitled to equitable relief against the undersigned by injunction or otherwise to restrain, enjoin and/or prevent the violation or breach by the undersigned of any obligation of the undersigned to be performed as provided in the Agreement and/or the violation or breach by the undersigned of any obligations or agreements under this present instrument.

6. That if Contractor should be dissolved or should otherwise cease to exist or for any reason whatsoever should fail, be unable, neglect or refuse to perform and observe each and all of the conditions of the Agreement requiring performance or compliance on its part, the undersigned shall at your election be deemed substituted as a direct party to the Agreement in the place and stead of Contractor and, further, that in the event of a breach or threatened breach of the Agreement by Contractor or by the undersigned you shall be entitled to legal and equitable relief by way of injunction or otherwise against Contractor or against the undersigned or both of us in your discretion, in any event without the necessity of first resorting to or exhausting any rights or remedies which you may have against Contractor; all of the foregoing to be to the same extent and with the same force and effect as if the undersigned were a direct party to the Agreement in the first instance and as if in the Agreement the undersigned had personally agreed to render the services therein provided to be rendered by the undersigned and to perform and observe each and all of the terms and conditions of the Agreement requiring performance or compliance on the part of the Contractor or the undersigned or both of us.

Very truly yours,



BARRY HARMAN

Exhibit H

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ROCKLAND

Index No. 5192/00

ANNE BRYANT,

Plaintiff,

-vs-

BROADCAST MUSIC, INC.,

(a/k/a "BMI"), CLIFFORD A.

"FORD" KINDER, BINDER & CO.,
LTD., VADIVOX, LTD, JULES M.

"JOE" BACAL, GRIFFIN BACAL,
INC., STARWILD MUSIC BMI,

WILDSTAR MUSIC ASCAP, SUNBOW
PRODUCTIONS, INC., and JOHN

AND JANE DOES 1-10,

Defendants.

Caption Continued...

Deposition of CAROLE WEITZMAN,
taken by and before Denise Posillico, at the
offices of PATTERSON, BELKNAP, WEBB & TYLER,
LLP, 1133 Avenue of the Americas, New York, New
York, on Monday, May 19, 2003, commencing at
9:30 in the morning.

GAF LEGAL SERVICES, INC.

COURT REPORTING * VIDEOGRAPHY * INTERPRETING

188 Eagle Rock Avenue

Roseland, NJ 07068

(973) 618-0500

Page 2

1 ANNE BRYANT,
2 Plaintiff,
3 Index No. 2821/02
4 -vs-
5 SUNBOW PRODUCTIONS, INC.,
6 Defendant.
7
8
9
10 APPEARANCES:
11
12 MONAGHAN, MONAGHAN, LAMB
& MARCHISIO
13 BY: PATRICK J. MONAGHAN, JR., ESQ.
14 28 West Grand Avenue
Montvale, New Jersey 07645
Attorneys for Plaintiff
15
16 PATTERSON, BELKNAP, WEBB & TYLER, LLP
17 BY: ROSEANN KITSON, ESQ.
18 Attorneys for Defendant,
Sunbow Productions, Inc.
1133 Avenue of the Americas
New York, New York 10036-6710
19
20 DUANE MORRIS
Attorneys for Defendant,
21 Jules M. Bacal
380 Lexington Avenue
New York, New York 10168
22 BY: ADRIENNE L. VALENCIA, ESQ.
23
24
25

Page 4

1 EXHIBITS
2
3 WEITZMAN
4 J The Transformers, Heroes -
The Rebirth 86
5 K Inhumanoids, The Evil That
Lies Within, Episode one
through five 86
6
7
8
9
10
11
12

INFORMATION TO BE FURNISHED

PAGE 25 Address of Sandrine Pechels De Saint
Sardos
97 Address of Sam Milstone
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 3

1 INDEX
2
3 WITNESS PAGE
4 CAROLE WEITZMAN
5 Direct Examination by Mr. Monaghan 6
6 Cross Examination by Ms. Valencia 97
7 Redirect Examination by Mr. Monaghan 101
8
9
10
11 EXHIBITS
12 WEITZMAN
13 A Clearance Form 37
14 B Group of documents 38
15 C Document bearing production
numbers 2398 through 2606 38
16
17 D Form submitted by Sony ATV
during the time it was
administering Sunbow's
publishing 67
18
19 E Document bearing production
numbers 2205 through 2397 73
20
21 F G.I. Joe box set of the
three videos 84
22 G G.I., Joe The Movie 86
23 H The Transformers, The Movie 86
24 I The Transformers, Villains
The Ultimate Doom 86
25

Page 5

1
2 IT IS HEREBY STIPULATED AND
3 AGREED by and between the attorneys for the
4 respective parties herein, that the filing,
5 sealing and certification of the within
6 deposition be waived.
7

8 IT IS FURTHER STIPULATED AND
9 AGREED that all objections, except as to the
10 form of the question, shall be reserved to
11 the time of the trial.
12

13 IT IS FURTHER STIPULATED AND
14 AGREED that the within deposition may be
15 sworn to and signed before any officer
16 authorized to administer an oath with the
17 same force and effect as if signed and
18 sworn to before the Court.
19
20
21
22
23
24
25

Page 6

1 CAROLE WEITZMAN,
 2 called as a witness, having been
 3 duly sworn, was examined and testified
 4 as follows:
 5
 6 DIRECT EXAMINATION
 7 BY MR. MONAGHAN:
 8 Q. Good morning. My name is Patrick
 9 Monaghan. I'm with Monaghan, Monaghan, Lamb &
 10 Marchisio. We are attorneys for Anne Bryant in
 11 this case. I'm going to be asking you some
 12 questions about matters pertaining to her
 13 lawsuit against Sunbow Productions, Jules "Joe"
 14 Bacal, originally against BMI. And if you
 15 don't understand my question, please let me
 16 know, I'll try and clarify it.
 17 If you answer one of my questions,
 18 we're going to assume you understood the
 19 question, is that fair?
 20 A. Yes.
 21 Q. I see you nodding and that's
 22 another instruction we give, that the court
 23 reporter is not allowed to interpret a nod or a
 24 gesture, so you have to give your answers
 25 verbally.

Page 7

1 A. Okay.
 2 Q. What will happen is the reporter
 3 will make a transcript up, which is a written
 4 booklet with the questions and the answers, and
 5 that testimony that you're giving, which is
 6 under oath, may be utilized in a court
 7 proceeding in accordance with the rules.
 8 Have you ever been deposed before?
 9 A. No.
 10 Q. Are you currently employed?
 11 A. Yes.
 12 Q. By whom or what?
 13 A. Four Kids Productions.
 14 Q. Four Kids Productions?
 15 A. Yes, the number four.
 16 Q. It sounds like a family company to
 17 me. Would that be your company?
 18 A. No, it's a public corporation.
 19 Q. What do you do for that company?
 20 A. I supervise an animated series,
 21 Teenage Mutant Ninja Turtles.
 22 Q. How long have you been employed by
 23 Four Kids Productions?
 24 A. A year.
 25 Q. And before that?

Page 8

1 A. Sunbow.
 2 Q. And what was your last job held at
 3 Sunbow?
 4 A. The job? I was senior
 5 vice-president of production.
 6 Q. And is that the Sunbow company
 7 that's involved in this lawsuit?
 8 A. Yes, it was bought by Sony, but
 9 it's the same Sunbow.
 10 Q. And how is it that you're here
 11 today, do you know?
 12 A. Well, I know there was a lawsuit
 13 that was brought, something to do with music.
 14 Q. Are you being represented by
 15 Ms. Kitson?
 16 A. Yes.
 17 Q. And what do you know about the
 18 lawsuit?
 19 A. Not much at all.
 20 Q. Have you seen any court papers?
 21 A. I've just seen some cue sheet.
 22 Q. Do you have them here with you
 23 today?
 24 A. No.
 25 Q. And what are cue sheets?

Page 9

1 A. It's a record of the music that's
 2 contained in the series.
 3 Q. All right, we'll come back to
 4 this. How long were you at Sunbow?
 5 A. About 21 years.
 6 Q. When was it sold to Sony, do you
 7 know?
 8 A. No.
 9 Q. What type of company was Sunbow,
 10 what did they do?
 11 A. TV production.
 12 Q. And who owned the company?
 13 A. Tom Griffin, Joe Bacal.
 14 Q. For how long a period do you know
 15 they owned it?
 16 A. Ever since I started.
 17 Q. Is that 21 years ago?
 18 A. Yes.
 19 Q. And where was Sunbow located?
 20 A. When I started, it was at
 21 Lexington and 42nd Street.
 22 Q. And when you left?
 23 A. We were at 100 Fifth Avenue.
 24 Q. Who did you report to when you
 25 left?

Carole Weitzman

Page 10

Page 12

1 A. I'm sorry?
 2 Q. Who was your boss when you left,
 3 who did you report to?
 4 A. There was really no boss. It was
 5 George Becker, because the company was sold.
 6 Q. You were there after Sony
 7 purchased the company?
 8 A. Oh, sure.
 9 Q. What was Mr. Becker's title?
 10 A. I don't know.
 11 Q. How did you know you were to
 12 report to him?
 13 A. To George? Because the company
 14 was sold to Loonland and there was no one left
 15 from Sony.
 16 Q. What was Becker to Loonland?
 17 A. Nothing. I guess he made the
 18 deal. I don't know what his job was. I know I
 19 was finishing the production of the series.
 20 Q. What series is that?
 21 A. Cramp Twins.
 22 Q. Cramp, C-R-A-M-P?
 23 A. Yes.
 24 Q. Since I have twins, I would like
 25 to know what that's all about.

1 shows, doing the budgets, managing the staff,
 2 timetables, delivery schedules. It's the
 3 management of it.
 4 Q. Are you familiar with BMI and
 5 ASCAP?
 6 A. Yeah.
 7 Q. What are they?
 8 A. They are music associations.
 9 Q. Performing rights associations?
 10 A. I guess, yes.
 11 Q. Did you have any involvements with
 12 those associations?
 13 A. Other than sending them cue
 14 sheets, no.
 15 Q. What is a cue sheet?
 16 A. It's the record of -- it's, the
 17 animation is done and then there is a library of
 18 music that's composed of music cues. The cues
 19 are strung together from beginning to end of the
 20 show, and each cue has a name and a duration and
 21 that's put on a cue sheet.
 22 Q. And under what circumstances are
 23 cue sheets used?
 24 A. When a show is completed, the cue
 25 sheets are done and then they are submitted to

Page 11

Page 13

1 A. It's fun, it's on on Saturday
 2 morning.
 3 Q. Now, going back to the early
 4 1990s, can you give me the hierarchy in terms of
 5 management at Sunbow? Let's say from 1990 on.
 6 A. 1990? Well, Tom Griffin, Joe
 7 Bacal.
 8 Q. What were their titles with
 9 Sunbow?
 10 A. I'm really not quite sure. I'm
 11 not a hundred percent sure.
 12 Q. You just knew they owned the
 13 company?
 14 A. Yes.
 15 Q. And you reported to them?
 16 A. Yeah, and C.J. Kettler.
 17 Q. What was his title?
 18 A. It's a woman. She became
 19 president.
 20 Q. And you were there, and what was
 21 your job at that point in time?
 22 A. Same thing, always supervising the
 23 productions.
 24 Q. What does that entail?
 25 A. Oh, it's just watching over the

1 either ASCAP, BMI or both, and somehow money
 2 comes out of it, which I'm not quite sure, to
 3 publishers and composers and lyricists.
 4 Q. And did you take part in
 5 submitting them to BMI and ASCAP?
 6 A. Well, I was always -- we didn't
 7 have a lot of staff people at Sunbow, so I was
 8 always the central person for copyright forms,
 9 cue sheet, anything like that. Because when
 10 people left after production, I was on staff.
 11 So anything that kept coming in would come to my
 12 attention. So I submitted them and got them
 13 back and filed them.
 14 Q. Do you know what clearance sheets
 15 are or clearance forms?
 16 A. No.
 17 Q. Did you ever use a cue sheet to
 18 accomplish a change in the percentages or the
 19 ownership or attribution, I should say, of a
 20 writer's participation?
 21 A. No, never.
 22 Q. Where would you get the
 23 information which would eventually be in your
 24 cue sheets that you would submit?
 25 A. Well, typically in post

Carole Weitzman

Page 14

1 production, which is when the picture and the
2 sound are put together, there is a sound
3 editor, the music editor, and the music editor
4 lists the cues because they know the library, I
5 guess.

6 Q. So the music editor would make the
7 decision as to the information that would
8 eventually --

9 A. The cues.

10 Q. To the cues?

11 A. Yes.

12 Q. Who would have information as to
13 the composers, the authors of the music?

14 A. I didn't have anything to do with
15 that. I mean I don't know -- I guess there were
16 contracts or whatever it was that existed --

17 Q. Right.

18 A. -- that did that. I don't know
19 what they were, though.

20 Q. What information was contained in
21 the cue sheets?

22 A. Besides the cues? Who the
23 composers were.

24 Q. Okay. Well, that's what I'm
25 trying to find out.

Page 15

1 A. Oh, yeah, who the composers were
2 and who --

3 Q. Who put the information in as to
4 the composers?

5 A. I'm telling you, I didn't put that
6 information in there.

7 Q. Somebody gave you that
8 information?

9 A. I don't think they gave me that
10 information. It was on the cue sheet when I got
11 it. And we had a music administrator who filed
12 the cue sheet.

13 Q. Who was the music administrator?

14 A. Bill Dobishinski.

15 Q. Well, in its earliest iteration,
16 who prepared the cue sheet?

17 A. The post production facility.

18 Q. So that was at your end, at
19 Sunbow's end?

20 A. Usually in L.A.

21 Q. Okay. And then it went -- and who
22 did that, who was the person who did that?

23 A. I have no idea. It was at Marvel
24 Productions. We hired Marvel to do the series.

25 Q. Well, which cue sheets are you

Page 16

1 talking about here, when you say Marvel?

2 A. Under Marvel? It was probably My
3 Little Pony, G.I. Joe, Transformers, Jem, Big
4 Foot, Robotix. I'm trying to think of the
5 others. Those were the earlier --

6 Q. Real American Hero sound familiar?

7 A. G.I. Joe is G.I. Joe Real American
8 Hero.

9 Q. Same thing. What documents have
10 you read in connection with this lawsuit?

11 A. Nothing, just the cue sheets.

12 Q. Have you ever seen any testimony
13 by Mr. Bacal?

14 A. No.

15 Q. Have you talked to Mr. Bacal about
16 the case?

17 A. No.

18 Q. Aside from Ms. Kitson, have you
19 had any discussions with anyone else about the
20 case?

21 A. No.

22 Q. Do you know Alison Smith?

23 A. No.

24 Q. Who do you know at BMI, if anyone?

25 A. Nobody.

Page 17

1 Q. Do you know Anne Bryant?

2 A. Sure.

3 Q. For how long have you known her?

4 A. She used to visit the office, so I
5 met her, God knows, in the '80s, I guess. Yeah,
6 when we did Jem.

7 Q. How would you characterize your
8 relationship with Anne Bryant?

9 A. My relationship? I was the
10 production assistant, so when she delivered
11 music and whatever -- I mean she's very friendly
12 and nice and she would give us music to go on
13 the show and that would be it.

14 Q. I mean, did you get along, is what
15 I'm saying?

16 A. Oh, sure, she was nice.

17 Q. Now, how did Sunbow know whether
18 it could or could not use music employed in one
19 of its productions, whether it was permitted by
20 the composer?

21 A. I have no idea.

22 Q. Well, the cue sheets that you
23 submitted were submitted over your signature,
24 weren't they?

25 A. I don't think I ever signed a cue

Carole Weitzman

Page 18

1 sheet. I'm sure my name was on it because it
 2 was on every copyright form, it was on
 3 everything.
 4 Q. In what areas was Sunbow involved
 5 in production; TV, movies as well?
 6 A. There were two movies, the My
 7 Little Pony movie and the Transformer movie.
 8 Q. What about CDs?
 9 A. CDs?
 10 Q. Yes.
 11 A. I didn't do any CDs.
 12 Q. You didn't do any CDs?
 13 A. (Witness nodding.)
 14 Q. Sunbow didn't?
 15 A. Not that I know of, no.
 16 Q. What about videos?
 17 A. Video distribution?
 18 Q. Yes.
 19 A. There was -- that was all done
 20 through international sales, home video and
 21 series distribution. I wasn't involved in that.
 22 Q. Give me the chain of command at
 23 Sunbow in, let's take it, right from 1990. You
 24 said Tom Griffin and Joe Bacal.
 25 A. Right.

Page 19

1 Q. Were you second in command?
 2 A. No, C.J. Kettler was the
 3 president.
 4 Q. Were there any other
 5 vice-presidents?
 6 A. Yes, there was a development
 7 vice-president and I was production
 8 vice-president.
 9 Q. You were production
 10 vice-president?
 11 A. Right. And then there is a sales
 12 vice-president. So it was like a team under
 13 her.
 14 Q. Could you give me the names of the
 15 other people?
 16 A. I'm trying to think, in '90 there
 17 were a lot of people coming and going. I think
 18 Janet Scardino was there.
 19 Q. In what capacity?
 20 A. Sales.
 21 Q. Sales vice-president?
 22 A. Yeah, I think that was --
 23 Q. Do you know where she is now?
 24 A. No. Development was Nina Hahn.
 25 Q. Nina?

Page 20

1 A. Nina.
 2 Q. H-A --
 3 A. H-N.
 4 Q. Do you know where she is now?
 5 A. No.
 6 Q. And is this --
 7 A. I'm production. I'm just trying
 8 to think. Finance -- I don't remember.
 9 Q. And was this through the '90s?
 10 A. No, it changed. I mean all these
 11 people were there in the early '90s, then some
 12 sales people came, they left.
 13 Q. Okay. Give me the names of anyone
 14 else that you can remember?
 15 A. Ken O'Shanski.
 16 Q. What was his job?
 17 A. Development. Andrew Carpon,
 18 finances. Sales -- I don't remember.
 19 Q. Anyone else?
 20 A. I'm trying to give you the people
 21 on my equivalent. No, because Ken took over,
 22 Andrew was there, and then Janet and then -- no.
 23 Q. Do you know where Mr. O'Shanski --
 24 A. He's at Scholastic Productions.
 25 Q. And how about -- is it Carpon?

Page 21

1 A. Yeah, I don't know where he is.
 2 Q. Where are the sales records of
 3 Sunbow, if you know?
 4 A. The shows, how they sold? The
 5 distribution part is at Loonland in New York,
 6 you know, where the materials go.
 7 Q. Okay, let me back up. We're
 8 trying to locate sales records with respect to
 9 Sunbow Productions from the early '90s to date.
 10 What can you tell me about where that
 11 information might be at this time?
 12 A. Well, there were sales that took
 13 place out of New York and the sales team was in
 14 New York. When Loonland bought the company, the
 15 sales team was their company elsewhere.
 16 Q. Okay, let's stop right there.
 17 When Loonland bought -- when was that, 19 --
 18 A. It was right before I left. So I
 19 guess it was -- I think 2001, maybe 2000,
 20 something like that.
 21 Q. So the records of sales of videos
 22 or sales of the two movies --
 23 A. I'm just saying the sales team was
 24 in New York. Where they kept their records, I
 25 really don't know. I know that they were there.

Carole Weitzman

Page 22

1 Q. Well, where else could they have
2 been, the records?
3 A. Oh, I don't know. I'm sure they
4 were there, but you're asking me that I know
5 that they were there, no, I don't know if they
6 were there.
7 Q. You're sure they were there, but
8 you don't know if they were there?
9 A. The people were there.
10 Q. The people were there, you're
11 assuming they were there?
12 A. Yes.
13 Q. Okay. Do you have anything to
14 base that assumption upon? Did you have an
15 occasion to ask a question in that regard of
16 any of the people on the sales team?
17 A. Not regarding the sales. Once I
18 delivered the shows, I delivered the shows.
19 Q. Who had custody of the sales
20 records, if you know?
21 A. I don't know. There was a sales
22 team. My presumption is they had their own
23 records.
24 Q. Do you know how the records were
25 maintained? Were they on computer, were they

Page 23

1 on --
2 A. No.
3 Q. Who would know that?
4 A. Who would know that?
5 Q. Right, who would know that, you
6 were vice-president of the company.
7 A. I was the vice-president of the
8 production part of the company, not the sales
9 part of the company.
10 Q. Did you have meetings from time to
11 time?
12 A. Sure.
13 Q. Did you have sales meetings from
14 time to time?
15 A. I attended them sometimes. So
16 there were people, were pads and pens, and files
17 and computers. I'm not being arbitrary, I'm
18 just saying to you I don't know where their
19 files were, nor would they know where mine were.
20 There were file cabinets all over the office, so
21 my presumption is they had files.
22 Q. What did you do with your records
23 when the company was sold to Loonland?
24 A. I left them.
25 Q. In whose possessions?

Page 24

1 A. At the office at 100 Fifth Avenue.
2 Q. You walked out the door, locked
3 the door and left or did you leave them in
4 somebody's custody?
5 A. I left them in the office because
6 there were still people at Loonland that were
7 there.
8 Q. Who succeeded to your position, if
9 you know?
10 A. They don't have production at
11 Loonland. They don't have domestic production.
12 I never worked for Loonland.
13 Q. Who was there in the Sales
14 Department when the company was sold to
15 Loonland?
16 A. There was a woman, Sandrine
17 Pechels.
18 Q. How do you spell Sandrine?
19 A. S-A-N-D-R-I-N-E P-E-C-H-E-L-S,
20 it keeps going, De, D-E, Saint, S-A-I-N-T,
21 Sardos, S-A-R-D-O-S. She was the remaining
22 salesperson. I believe the rest of the
23 salespeople for Loonland were either in France,
24 England or Florida.
25 Q. She was a Loonland person?

Page 25

1 A. She got hired, yes.
2 Q. In New York?
3 A. Yes.
4 Q. Do you know where she is now?
5 A. She's not there any more, they let
6 her go.
7 Q. How did you find that out?
8 A. She's a friend of mine.
9 Q. Where does she live?
10 A. In New York.
11 Q. Where in New York?
12 A. In the 90s. I don't have her
13 information here, but she lives in the city.
14 Q. If I leave a space in the record,
15 when you get a copy of the transcript can you
16 fill in her address for us?
17 A. Sure.
18 REQUEST: _____
19 Q. What was her job?
20 A. She sold the shows, originally in
21 France, the French territories, but then she
22 ended up doing more domestic, trying to sell the
23 international shows to the networks here.
24 MR. MONAGHAN: Roseann, have you
25 been able to find out any information about

Carole Weitzman

Page 26

1 the sales records?
 2 MS. KITSON: No.
 3 Q. Is there anyone else who might
 4 have information about the sales records
 5 besides -- can I call her Sandrine?
 6 A. Oh, yea. No, I mean she would
 7 have what's in her head, I'm sure, just from
 8 her latest sales, but -- I mean over the years
 9 they cut staff, cut staff, so people just left
 10 and went elsewhere.
 11 Q. Who is Jay Bacal, J-A-Y Bacal?
 12 A. Joseph.
 13 Q. What was he to Sunbow?
 14 A. He was like very heavily creative
 15 in the series.
 16 Q. What series?
 17 A. Oh, God, all of them. From when I
 18 started, he was in college, but he used to work
 19 on the Great Space Coaster, G.I. Joe,
 20 Transformers. He was the equivalent in
 21 production, you know, in the creative
 22 production, as I was in production management.
 23 He watched over all of the shows.
 24 Q. He was a producer?
 25 A. Yes, like a supervising or

Page 27

1 executive producer.
 2 Q. What is Kid Rhino?
 3 A. I don't know.
 4 Q. You never heard of that company?
 5 A. (Witness nodding.)
 6 Q. You never heard of that company in
 7 connection with any arrangements with Sunbow
 8 Productions?
 9 A. No.
 10 Q. Were you involved in any licensing
 11 deals while you were at Sunbow?
 12 A. No, only as far as, you know, if
 13 we licensed the properties.
 14 Q. Well, that's what I'm talking
 15 about.
 16 A. For sales. I mean not licensing
 17 like where I work now, there is toys, there is
 18 other ancillary rights. When I delivered the
 19 shows, I know they were licensed for
 20 distribution, that's the only license.
 21 Q. Okay. So you were not involved in
 22 any transactions where Sunbow licensed rights to
 23 any of these properties to third parties, is
 24 that what you're saying?
 25 A. No, right.

Page 28

1 Q. Who had responsibility for that?
 2 A. I would imagine C.J. or Tom or
 3 Joe.
 4 Q. Did you ever serve as the producer
 5 of any of the TV shows?
 6 A. I was never -- I was usually exec
 7 in charge of production, not producer.
 8 Q. Are you familiar with the concept
 9 of performance royalties?
 10 A. Um-hum.
 11 Q. What does that mean to you?
 12 A. I know that the publishing
 13 companies get a hundred percent of the share of
 14 their publishing rights and that the composers
 15 and lyricists, whoever, get a hundred percent
 16 of that through ASCAP, BMI or any international
 17 society.
 18 Q. And your testimony is that other
 19 than cue sheets, you're not familiar with any of
 20 the other forms that are used with respect to
 21 registering compositions with BMI or ASCAP?
 22 A. Right.
 23 Q. And who pays the royalties, those
 24 performance royalties, that hundred percent to
 25 the publisher and that hundred percent to the

Page 29

1 writer?
 2 A. I honestly don't know. I know you
 3 get paid by ASCAP or BMI, but I don't know how
 4 that revenue is generated.
 5 Q. You don't know how that revenue is
 6 generated?
 7 A. No.
 8 Q. Do you know what mechanical
 9 royalties are?
 10 A. I've heard of it, but I don't
 11 know.
 12 Q. Do you know the name Starwild?
 13 A. Yes.
 14 Q. What is Starwild?
 15 A. It's one of Sunbow's publishing
 16 companies.
 17 Q. What were the names of some
 18 others?
 19 A. Wildstar.
 20 Q. Was one a BMI company and one an
 21 ASCAP company?
 22 A. I was just going to say I don't
 23 remember which one was which. I think Wildstar
 24 was BMI. And then there was Banana Alert and
 25 Apollo's Chariot, I think. Banana Alert was

Carole Weitzman

Page 30

1 BMI.
 2 Q. Under what circumstances would
 3 Sunbow use one or the other of those two
 4 companies?
 5 A. In the '90s we started using the
 6 Apollo's Chariot and the Banana Alert. I have
 7 no idea why.
 8 Q. Who made that decision?
 9 A. I don't really know. That's just
 10 what became our companies.
 11 Q. What did you have to do with
 12 Wildstar or Starwild?
 13 A. Nothing.
 14 Q. Who at Sunbow had involvement in
 15 anything to do with Starwild or Wildstar?
 16 A. I'm not sure -- I don't know what
 17 you mean.
 18 Q. Weren't they Sunbow's --
 19 A. It was on a cue sheet, that's all
 20 I ever saw was of Starwild and Wildstar.
 21 Q. Well, weren't they companies,
 22 Starwild and Wildstar?
 23 A. I would imagine they were.
 24 Q. And didn't monies come in from
 25 time to time payable to Starwild or Wildstar?

Page 31

1 A. If monies came in, they went to
 2 the Finance Department, they wouldn't have come
 3 to me.
 4 Q. Okay, but maybe you could answer
 5 my question anyway.
 6 A. Okay.
 7 Q. Didn't monies come in from time to
 8 time payable to Wildstar or Starwild as the
 9 publisher of certain compositions?
 10 A. Yes.
 11 Q. How do you know that?
 12 A. There would be checks that would
 13 come in.
 14 Q. You would see the checks?
 15 A. Yes.
 16 Q. And what happened to the checks?
 17 A. They went to the Finance
 18 Department.
 19 Q. And who had charge of that?
 20 A. Well, over the years it changed.
 21 Q. Give me some names.
 22 A. Years ago it was Bob Darcy, Bill
 23 Biehl.
 24 Q. How do you spell Bill Biehl's
 25 name?

Page 32

1 A. Bill B-I-E-H-L, I think.
 2 Q. What were their titles?
 3 A. They were like chief financial
 4 officers, I think.
 5 Q. Do you know where they are now?
 6 A. No. Then Raul Soto, he was a
 7 controller at the time.
 8 Q. And when would either company have
 9 received monies, under what circumstances?
 10 A. We also had that music
 11 administrator, so he knew about all this too.
 12 Q. Bill Dobishinski?
 13 A. Yes.
 14 Q. Do you know where he is?
 15 A. He kind of disappeared off the
 16 face of the earth. I don't know what happened
 17 to him.
 18 Q. Well, have you heard of a company
 19 called TAMAD?
 20 A. Oh, yeah.
 21 Q. Do you know what that stands for?
 22 A. No.
 23 Q. And he was an administrator of the
 24 publishing for Starwild and Wildstar?
 25 A. He would track the monies and

Page 33

1 hound people to get the monies in, and then he
 2 would get a fee.
 3 Q. He took a fee from the monies he
 4 tracked?
 5 A. Yes.
 6 Q. And who hired him?
 7 A. Sunbow hired him.
 8 Q. To administer Sunbow's publishing
 9 rights?
 10 A. Yes.
 11 Q. And who provided the information
 12 to Dobishinski as to what compositions he was
 13 to administer?
 14 A. He got copies of the cue sheets.
 15 Q. So this was done through the cue
 16 sheets, that was the source of Dobishinski's
 17 information?
 18 A. Well, I don't know how he tracked
 19 it through ASCAP and BMI. I know he did have
 20 relationships with ASCAP and BMI.
 21 Q. But from Wildstar --
 22 A. From our side?
 23 Q. Yes, from your side.
 24 A. Yeah, through the cue sheets.
 25 Q. Any other sorts of information

Carole Weitzman

Page 34

1 given to him?
 2 A. No. I mean if he asked for a copy
 3 of the show, we would give him a copy of the
 4 show, but, you know, we had hundreds of half
 5 hours of shows, so...
 6 Q. Now, if a cue sheet reflected that
 7 Anne Bryant was the composer of music, where
 8 would that information have come from?
 9 A. I guess Tom or Joe. Somebody
 10 would have had to tell me.
 11 Q. Did Sunbow retain copies of the
 12 cue sheets that were submitted to ASCAP or BMI?
 13 A. Yes.
 14 Q. And who had custody of those?
 15 A. They are at the office because
 16 they are needed for international distribution,
 17 they are used by a lot of different people.
 18 Q. Where are they now?
 19 A. I'm surely at Loonland's office.
 20 Q. In New York?
 21 A. Yes.
 22 Q. I know you left, but do you know
 23 who would have them?
 24 A. It would be Rebecca Gallivan,
 25 G-A-L-L-I-V-A-N.

Page 35

1 Q. As far as you know, she's still
 2 there?
 3 A. Yeah, she's there. I mean they
 4 may be on disks now. I don't know how they have
 5 them, but they have them.
 6 Q. Now, you indicated you're not
 7 familiar with Alison Smith; is that correct?
 8 A. No.
 9 Q. Ms. Smith has put in an affidavit
 10 in this case indicating that cue sheets are
 11 used when music is prepared originally for the
 12 TV production. Do you know anything about that
 13 concept?
 14 A. I think what you're saying is what
 15 I said at the beginning, when we prepare the
 16 show, like the cues are listed.
 17 Q. Now, did you prepare cue sheets,
 18 any cue sheets, when I say "you," Sunbow, any
 19 cue sheets with respect to any of the music
 20 composed by Anne Bryant for any of those
 21 compositions or those properties that we talked
 22 about earlier?
 23 A. Well, I mean I know Anne worked on
 24 the early series, especially Jem, is the one I
 25 really remember her working on. So I'm sure she

Page 36

1 would be on the cue sheets.
 2 Q. But the music that was composed by
 3 Anne was not composed for any TV production or
 4 any other iteration, they were composed as
 5 jingles; isn't that right?
 6 A. No, the songs that she did for Jem
 7 were composed for the series. She may have done
 8 for commercials, which are called jingles, but
 9 she didn't do jingles for the series.
 10 Q. For the Jem series?
 11 A. (Witness nodding.)
 12 Q. What about Transformers?
 13 A. I don't remember working with her
 14 on those series.
 15 Q. You know she composed the music
 16 though; isn't that right?
 17 A. I don't know that.
 18 Q. Do you know whether Anne had any
 19 rights at all with respect to G.I. Joe?
 20 A. No.
 21 Q. You don't know?
 22 A. No.
 23 Q. Do you know Ford Kinder?
 24 A. They were partners, I believe, at
 25 the time when I worked with them.

Page 37

1 Q. Have you had any dealings with
 2 Ford Kinder?
 3 A. No, not for years.
 4 Q. I'm going to show you now a
 5 clearance form, which I'm going to ask the
 6 reporter to mark as Weitzman Exhibit A.
 7
 8 (Weitzman Exhibit A, Clearance
 9 Form, marked for identification.)
 10
 11 Q. Have you ever seen that type of
 12 document before?
 13 A. No.
 14 MR. MONAGHAN: I'm going to show
 15 you, I'm going to have them marked
 16 collectively, the top document is a letter
 17 from your attorney, Ms. Kitson, enclosing
 18 documents, and there is also your list,
 19 Roseann, and a number of license
 20 agreements.
 21 Since you may or may not know
 22 anything about this, I would like to mark
 23 them collectively as Weitzman Exhibit B,
 24 with the caveat that it doesn't include the
 25 videotapes, which I've mentioned

Carole Weitzman

Page 38

1 in the letter.

2
3 (Weitzman Exhibit B, Group of
4 documents, marked for identification.)

5
6 Q. I'm going to ask you to take a few
7 minutes, please, look through those documents,
8 and then I'll ask you a question or two about
9 them.

10 A. No, I haven't seen these.

11 Q. You've never seen any of these
12 before?

13 A. No.

14 MR. MONAGHAN: Roseann, just a
15 question on the record, are you
16 representing Loonland?

17 MS. KITSON: No, we represent
18 Sunbow Productions.

19 MR. MONAGHAN: I guess we're going
20 to have to mark this batch as Exhibit C.
21 The top page is Bates stamped 2398 and the
22 bottom page is marked 2606.

23
24 (Weitzman Exhibit C, Document
25 bearing production number 2398 on the top

Page 40

1 A. Yeah, he had us reformat these cue
2 sheets because apparently the way we did them
3 wasn't very clear.

4 Q. Are these pre-reformatting?

5 A. These are the ones that I
6 remember.

7 Q. So was that before or after
8 Dobishinski said to reformat them?

9 A. I think this is during
10 Dobishinski. Yeah, because this is '86.

11 Q. Who was the music editor?

12 A. I don't know, somebody that worked
13 at Marvel during the post-production.

14 Q. Okay, I'm a little unclear now.

15 A. Okay.

16 Q. Let's take these compositions that
17 are in these cue sheets, could you
18 illustratively give me a few examples of some of
19 the Anne Bryant compositions?

20 A. Okay, My Little Pony and Friends
21 theme.

22 Q. You're looking at the first page?

23 A. Yes.

24 Q. Okay, My Little Pony and Friends
25 theme.

Page 39

1 page and production number 2606 on the last
2 page, marked for identification.)

3
4 Q. I show you now, Ms. Weitzman,
5 Weitzman C for identification and ask you if you
6 could identify these documents?

7 A. Yeah, these are cue sheets.

8 Q. Does each of these bear your name?

9 A. Yes. Well, I mean -- yes.

10 Q. And what does that signify, that
11 your name is on there?

12 A. That anything that came in the
13 office regarding this, you know, questions or
14 whatever, would just come to my attention.
15 Basically we just filed these and I didn't
16 really hear anything about it afterwards.

17 Q. So the information that's in those
18 cue sheets was prepared by Sunbow?

19 A. No, I think initially the
20 information about the cues came from, as I said,
21 the music editor. Then it probably got
22 compiled either -- I don't remember if it was
23 through me or Bill, because once Bill came on
24 board --

25 Q. Bill Dobishinski?

Page 41

1 A. Right.

2 Q. What does it indicate next to
3 Ms. Bryant's name?

4 A. That she gets 25 percent -- where
5 are the publishing companies? Oh, this is just
6 the composer's share? Yeah. Oh, here is the
7 publisher. Okay, that Anne gets 25 percent of
8 the composer share.

9 Q. Let's stop right there. Who was
10 the source of that information?

11 A. That's what I'm saying, I don't
12 know who was the source of it.

13 Q. That would not be something the
14 music editor --

15 A. No, no, the music editor would
16 list the themes, and then there would be
17 whatever deals were worked out with Tommy
18 Goodman and Barry Harmon and anything else.

19 Q. Who is Barry Harmon?

20 A. He was a lyricist.

21 Q. And who would work these deals
22 out?

23 A. They would be worked out with Tom
24 and Joe.

25 Q. With Tom and Joe?

Carole Weitzman

Page 42

1 A. Um-hum.
 2 Q. Tom Griffin and Joe Bacal?
 3 A. Yes.
 4 Q. So ultimately Tom Griffin and Joe
 5 Bacal were responsible for the percentage
 6 allocations?
 7 A. (Witness nodding.)
 8 Q. Is that a yes?
 9 A. I don't know that it is, but I
 10 know I didn't give the information, and I don't
 11 know anybody else that would, except them.
 12 Q. You don't know anyone else that
 13 would, except them?
 14 A. Right.
 15 Q. I mean, they would have nay or yea
 16 say on that ultimately anyway, wouldn't they?
 17 A. Yes.
 18 Q. So let's take that My Little Pony,
 19 25 percent, you assume that that was the
 20 percentage that was assigned by Mr. Bacal or
 21 Mr. Griffin?
 22 A. Yes.
 23 Q. Okay. And then any deals on
 24 percentages shown on Ms. Bryant's compositions
 25 reflected in these cue sheets, your

Page 44

1 production?
 2 A. Well, I could tell you what I
 3 presume, but --
 4 Q. Well, I mean if it's an informed
 5 understanding, then fine. If it's just a sheer
 6 guess, then don't guess.
 7 A. It's my presumption that Sunbow
 8 owned that music.
 9 Q. Okay. And what's the presumption
 10 or assumption based upon?
 11 A. Generally, we had contracts with
 12 composers. Later on I did those contracts that
 13 were simple buyout agreements with composers.
 14 Q. You were actually responsible for
 15 those contracts?
 16 A. Not the early years, because I was
 17 just a PA on the early shows.
 18 Q. Are you familiar with the concept
 19 of work for hire?
 20 A. Yes, that's what we had.
 21 Q. Is that what you're talking about?
 22 A. Yes, that is what we called
 23 buyout.
 24 Q. And so if a composer composed
 25 music for one of your productions on a work for

Page 43

1 understanding would be the same as to the
 2 others?
 3 MS. KITSON: Objection as to the
 4 others.
 5 Q. As to the other cue sheets, your
 6 answer would be the same?
 7 A. Yes.
 8 Q. Okay. What is the Mary Williams
 9 Music Clearance Corporation, if you know?
 10 A. It was a company that we cleared
 11 rights for music that we didn't own, if we
 12 wanted to license music, like on The Great Space
 13 Coaster, primarily.
 14 Q. Okay. Well, what music did you
 15 own?
 16 A. On The Great Space Coaster, there
 17 was music that we owned, but then there was
 18 music in the public that we wanted to license
 19 and re-record, that's when we did it. Anything
 20 else, I believe, was composed for the shows by
 21 us.
 22 Q. Okay, take me through this,
 23 please, and take the record through it, so that
 24 anyone reading this can understand. Who owned
 25 the music that was prepared for a Sunbow TV

Page 45

1 hire basis, Sunbow owned that music?
 2 A. Yes.
 3 Q. Okay. Now, what did that have to
 4 do with performance royalties, if anything?
 5 A. I don't actually know.
 6 Q. Do you know of situations where,
 7 notwithstanding the fact that it was a work for
 8 hire, the composer continued to receive their
 9 performance royalties?
 10 A. On the contracts that I did for
 11 Sunbow, the publishing went a hundred percent to
 12 Sunbow. The composer, lyricist, whatever, they
 13 received a hundred percent of that side of
 14 either ASCAP or BMI. That's the way the deals
 15 were that I've done.
 16 Q. So they continued to receive the
 17 royalties?
 18 A. Yes. Yes.
 19 Q. So that's even in the case where
 20 it's a work for hire?
 21 A. In the deals that I did, yes.
 22 Q. Well, were you the person involved
 23 with the deals that you did with respect to Anne
 24 Bryant's compositions?
 25 A. No.

Carole Weitzman

Page 46

1 Q. Who was responsible for those?
 2 A. I believe Tom and Joe were the
 3 people involved with the deals.
 4 Q. How was it determined that you
 5 would be involved with a deal or Tom and Joe
 6 would be involved with a deal?
 7 A. As I grew -- I didn't just
 8 unilaterally make decisions, but as I grew with
 9 the company and became more senior and
 10 supervised productions and co-productions, I
 11 knew the template for what the deal was in the
 12 co-production scenario, you know, the '90s, I
 13 guess it is. In the earlier years, I was just
 14 watching over things, but not the business end
 15 of it.
 16 Q. Are you aware of any circumstance,
 17 and this isn't general, this is specific to Anne
 18 Bryant or Ford Kinder, where Joe Bacal received
 19 credit for -- in terms of BMI, writer credits to
 20 which he was not entitled?
 21 A. No.
 22 Q. And when I say not entitled, where
 23 he actually didn't write the music?
 24 A. Right. No, I know what you mean.
 25 Q. Are you familiar with The

Page 47

1 Transformers themes?
 2 A. Um-hum.
 3 Q. That's a yes?
 4 A. Yes.
 5 Q. Do you know what Joe Bacal had to
 6 do with composing any of the music to that?
 7 A. No.
 8 Q. Do you know that he's shown as a
 9 24.9 percent participant in the writer's share?
 10 A. No. I mean, if it's on a cue
 11 sheet and you show it to me, I might -- you
 12 know, I know a lot of the themes for the show
 13 were in commercials first, so they were handed
 14 over to me as a theme. Do you know what I mean?
 15 Q. Okay, let's explore that a little
 16 bit. A lot of the music you say was done as
 17 commercials first?
 18 A. Yes.
 19 Q. Are we talking about the Anne
 20 Bryant music?
 21 A. I don't know if it was Anne's
 22 music. I know a lot of the series themes were
 23 toy properties and they were commercial themes
 24 first.
 25 Q. And how were they treated when

Page 48

1 something else was done with that commercial
 2 music in terms of these cue sheets?
 3 MS. KITSON: Objection, vague.
 4 MR. MONAGHAN: I'll rephrase it.
 5 Q. You say it was handed over to you,
 6 that was the phrase you used, what did you mean?
 7 A. The theme that was used in a
 8 commercial was frequently used in an extended
 9 version for the TV show.
 10 Q. Okay. And how did you handle
 11 registration with BMI or ASCAP in those cases?
 12 A. It then became part of the cue
 13 sheet for the show. I had nothing to do with
 14 the cue sheets for the commercials, that's a
 15 separate area.
 16 Q. Right. And who told you that you
 17 could use cue sheets in those circumstances?
 18 A. Cue sheets?
 19 Q. Right. Who told you that a cue
 20 sheet was the appropriate form?
 21 A. I didn't say it was -- I'm sorry,
 22 not the cue sheet was handed over to me. If
 23 there was a theme that was used, and frequently
 24 that theme was rolled over into being used in a
 25 show, but expanded generally by the composer.

Page 49

1 Q. Right. Okay. How did Sunbow
 2 assure itself that the composer's interest was
 3 being accurately reflected in the cue sheets?
 4 A. I have no idea.
 5 Q. Well, wasn't that your job?
 6 A. I had nothing to do with the
 7 accuracy of these cue sheets. The accuracy in
 8 later years had to do with me. I was the person
 9 that these cue sheets went to and filed them
 10 and worked with Bill Dobishinski to look after
 11 the money. This division had nothing to do
 12 with me. It may have had to be based on
 13 contracts that existed, but I wasn't the person
 14 that said give yada yada this percentage or
 15 whoever.
 16 Q. Who did?
 17 A. Tom or Joe. Whoever did the
 18 contract, which generally was Tom or Joe.
 19 MR. MONAGHAN: Do you want to take
 20 a two-minute break?
 21 MS. KITSON: Sure.
 22
 23 (Recess taken.)
 24
 25 BY MR. MONAGHAN:

Carole Weitzman

Page 50

Page 52

1 Q. I'm going to show you, I alluded
2 to it earlier, Ms. Weitzman, the affidavit of
3 Alison Smith, who is a vice-president of
4 performing rights of Broadcast Music, Inc.,
5 BMI. And I'm going to direct your attention to
6 paragraph four of this affidavit, which is dated
7 March 16, 2001, and ask you to take a look at
8 that. And you're also free, if you need to, to
9 read any other part of that affidavit that you'd
10 like.

11 Could you read that into the
12 record when you're done reading it for yourself?

13 A. Okay.

14 Q. Now, could you read that paragraph
15 four into the record for us?

16 A. "By way of background, there is
17 more than one way in which a musical work may be
18 registered with BMI. For songs, the common way
19 is for either the writer or the music publisher
20 to submit a registration form. With respect to
21 themes and background music specifically written
22 for television, registration forms are rarely
23 submitted. These works, which is the type of
24 music in question in this action, are most often
25 registered with BMI through the submission of

1 the writer is, you know who the composer is, you
2 know all of that stuff.

3 Q. But --

4 A. But if it was written specifically
5 for the show, that was never a consideration
6 that I had. It was just contained within the
7 show, is why I thought it was on a cue sheet.

8 Q. Again, who supplied the
9 information in the cue sheet?

10 A. The actual --

11 Q. Who prepared the cue sheets?

12 A. The physical cue sheets were
13 probably prepared through Marvel and Bill
14 Dobishinski and us. The information had to
15 have been given -- this part (indicating) from
16 Sunbow, and it wasn't me that gave that break
17 out.

18 Q. You said it was Tom and Joe?

19 A. Yes.

20 Q. Okay. Now, could you tell me
21 which of these properties I'm showing you now,
22 there is a boxed set G.I. Joe, Jem, G.I. Joe The
23 Movie, Transformers CDs --

24 MS. KITSON: Those are DVDs.

25 A. Those are DVDs, not CDs.

Page 51

Page 53

1 cue sheets by the producer of each episode of
2 each show series or film."

3 Q. Is that statement consistent with
4 your understanding of how this works, the
5 registration with BMI?

6 A. Well, I've only done the cue sheet
7 parts, so I've never done any kind of
8 registration form that's here. With respect to
9 the cue sheets, yes.

10 Q. That is consistent?

11 A. Yes.

12 Q. That's the form that's used when
13 music is written specifically for the TV
14 production?

15 A. Well, it's a record of what's in
16 the show. Whether it was originally written
17 for the show, I don't know, but it's just a
18 list of what music is contained within the
19 show.

20 Q. Well, you see that Ms. Alison
21 Smith says -- she uses the word "specifically"?

22 A. Well, she may have a broader
23 knowledge than I have of that, but as far as I
24 know, the cue sheet was really just a record of
25 what's within the show. Just like you know who

1 Q. Let's start with, are you familiar
2 with these products?

3 A. The shows? I've seen these
4 materials, but that was all done through the
5 sales team. Any of the sales to create these
6 things was done through the sales team. I gave
7 the master show and then whatever was done with
8 that, was done with it.

9 Q. Well, do you know whether the
10 music was written specifically for, for example,
11 the G.I. Joe videos I'm showing you now, the
12 boxed set?

13 MS. KITSON: Objection, the
14 witness doesn't know what music is on the
15 videos you're showing her.

16 MR. MONAGHAN: Well, maybe she
17 does.

18 Let me show it to her.

19 Q. You were at Sunbow in 1999,
20 correct?

21 A. Um-hum.

22 Q. And G.I. Joe was a Sunbow
23 production?

24 A. Yes.

25 Q. And you said you weren't familiar

Carole Weitzman

Page 54

1 with Rhino Entertainment Company; is that right?
 2 A. No. I saw it on the boxed set
 3 now, so I know, but as I said, I didn't do the
 4 deal with them, that's a sales function.
 5 Q. I'm sorry, were you there after
 6 Sony was involved at Sunbow?
 7 A. Yes, in the late '90s, right.
 8 Q. And that's after Tom and Joe sold
 9 the company to Sony?
 10 A. Right.
 11 Q. You remained on?
 12 A. Um-hum.
 13 Q. At the risk of repetition, just
 14 for --
 15 A. Yes, I did.
 16 Q. I won't ask it again.
 17 A. And just to clarify for you, when
 18 I started at Sunbow in '80, I had been a
 19 teacher for 10 years, so I was a PA, I worked
 20 with Tom and Joe, they taught me, they gave me
 21 more and more responsibility. Starting up in
 22 the '90s, they started delegating a lot of their
 23 work, because they had their own advertising
 24 agency throughout the whole term, to C.J., who
 25 was then the president. We moved out of their

Page 55

1 offices, we worked there, so things evolved
 2 throughout. So when I say in the early years
 3 what deals were set up, I just found out what
 4 the deals were or what had to be put, and
 5 that's kind of the evolution of my position.
 6 Q. Who did you report to when Sony
 7 was the owner?
 8 A. Well, when Sony first acquired us,
 9 there was Ted Green that was there, he was the
 10 head of it, and then Becky Mancuso. So I pretty
 11 much reported to Ted. And he left near the very
 12 end of Sony and then Becky took over for a while
 13 and then they just -- it fell apart. And from
 14 what I understood, part of Sony's deal with
 15 Loonland is they had to deliver the Cramp Twins
 16 series. So that's when I started to work with
 17 George Becker, because he needed me to help
 18 fulfill the delivery of that series. So I
 19 hadn't worked with George the whole time I was
 20 there, but at the end he was kind of left with
 21 the leftovers.
 22 Q. Is that at 100 Fifth?
 23 A. No, George was at Sony.
 24 Q. Where was that office?
 25 A. We stayed at 100 Fifth Avenue.

Page 56

1 Sony Wonder was up in the Sony building.
 2 Q. Okay. And what was Ted Green's
 3 title?
 4 A. I don't know. He was somehow the
 5 head of Sony Wonder. I don't know what his
 6 title was.
 7 Q. And he was also at the Sony Wonder
 8 building?
 9 A. Yes.
 10 Q. And Becky Mancuso, likewise?
 11 A. She was in LA Sony Wonder.
 12 Q. And during the time that Sony
 13 owned the company, which is from 1997-ish?
 14 A. I don't know. They were my worst
 15 years, nothing to do with Sony.
 16 Q. Through what, 2001?
 17 A. Yes, the end of 2001. Once we
 18 delivered Cramp, I think that was their final...
 19 Q. Where were the records kept?
 20 MS. KITSON: Objection as to the
 21 records. Vague.
 22 Q. The business records?
 23 A. All of my stuff --
 24 Q. Sunbow's records?
 25 A. Sunbow Production, my part was

Page 57

1 down with me. There was still a sales team
 2 that was still down there.
 3 Q. Were you ever present at a meeting
 4 with Joe Bacal at any time where there was a
 5 discussion of percentages of interests in a
 6 song?
 7 A. No.
 8 Q. Do you have any knowledge as to
 9 why Anne Bryant wouldn't be paid mechanical
 10 royalties on videos or DVDs that have music
 11 composed by her?
 12 A. I honestly don't know what her
 13 deal was.
 14 Q. Well, aside from her deal, do you
 15 know why --
 16 A. I don't know what a mechanical
 17 royalty is. I know what -- I don't know
 18 specifically what that means, regarding --
 19 Q. Well, assume for the sake of my
 20 question that a mechanical royalty is something
 21 other than a performance royalty and it's a
 22 royalty generated by some mechanical iteration
 23 of a composition, a record, a DVD, a movie,
 24 something like that. Do you know why she's not
 25 getting any money, assume she's not getting any

Carole Weitzman

Page 58

1 money, do you know why she's not getting any
 2 money on any of these compositions?
 3 A. No.
 4 Q. Do you know what Sunbow's position
 5 is with respect to that issue?
 6 A. In the contracts I've done,
 7 composers don't get anything other than the fee
 8 that you give them up front and any ASCAP or
 9 BMI that they are entitled to for their share.
 10 Q. And when you say then in the
 11 contracts you've done, could you give me an
 12 example of a contract you've done?
 13 A. Oh, you mean with the composers
 14 that I've worked with?
 15 Q. Yes.
 16 A. Helene Muddiman, she just did
 17 Cramp Twins for us.
 18 Q. Let me go back up a little bit.
 19 You say in the contracts that you've done, the
 20 composers don't get anything but their
 21 performance royalty?
 22 A. They get the performance royalties
 23 and an amount of money to do a certain library
 24 of cues.
 25 Q. So whatever mechanical royalties,

Page 60

1 of that party?
 2 A. Helene, H-E-L-E-N-E, Muddiman,
 3 M-U-D-D-I-M-A-N.
 4 Q. And this was on the Cramp Twins?
 5 A. Yes.
 6 Q. Could you give me an example of
 7 one a little older than that?
 8 A. Well, all of the deals that I've
 9 been involved with -- I'm trying to think of the
 10 series. Nathan Wang did it for Fat Dog Mendoza,
 11 it's another series. Hey, it's cartoons, you
 12 know.
 13 Q. And were these compositions
 14 written as commercials or written for these
 15 production?
 16 A. Written for the productions.
 17 Q. And when you said, "in the
 18 contracts that you've done," were you talking
 19 about contracts with respect to TV productions?
 20 A. Yes.
 21 Q. So you weren't talking about music
 22 that was originally composed for commercials?
 23 A. No, I have not been involved in
 24 the commercial area. That was Griffin Bacal,
 25 which was a separate company and a separate

Page 59

1 for the sake of my question, would go where?
 2 A. I've never mentioned mechanical
 3 royalties in contracts.
 4 Q. Okay, whatever other royalties
 5 there are?
 6 A. If there are other royalties, I
 7 would imagine they would go to Sunbow, but I
 8 don't know for sure.
 9 Q. Now, did that represent some sort
 10 of a change in policy at Sunbow with respect to
 11 payment of royalties?
 12 A. What I've done, versus what
 13 existed? I really don't know what existed
 14 before. I thought what I have done is kind of
 15 the template for what the deals have been.
 16 Q. Okay. That's from the time you
 17 were involved in doing those?
 18 A. Um-hum.
 19 Q. You say you don't know what --
 20 A. I don't know the deals.
 21 Q. Well, do you know whether it was a
 22 change in any way, shape or form?
 23 A. No, I don't.
 24 Q. And a typical contract that you
 25 talked about, again, please, what was the name

Page 61

1 commercial division.
 2 Q. Did you ever say to Anne in words
 3 or substance that you thought the talent was
 4 overpaid?
 5 A. No.
 6 Q. You never expressed that sentiment
 7 to her?
 8 A. I can't imagine saying that,
 9 although I felt it on many occasions.
 10 Q. Did you tell her, in or about
 11 1998, that Sunbow no longer pays composers of
 12 underscores because they get to keep their
 13 royalties and they're satisfied with that?
 14 A. I don't even remember talking to
 15 her in '98.
 16 Q. Well, don't hold me to the year,
 17 but did you ever express that sentiment to her?
 18 A. By saying that the composers get
 19 the money and they keep it?
 20 Q. That's enough.
 21 A. That's what we're doing, so it's
 22 consistent with what we're doing. I just can't
 23 imagine that was a conversation, but...
 24 Q. It's possible?
 25 A. I honestly don't remember talking

Carole Weitzman

Page 62

1 to her.

2 Q. Who was the person responsible for
3 communicating the names and percentages of the
4 authorship of the composition to Sunbow's
5 administrator, Bill Dobishinski?

6 A. I don't really know. I mean, I
7 didn't have that information, so if it was
8 communicated, it was either Tom, Joe or probably
9 through them from the Finance Department.

10 Q. When Sunbow was sold to Sony, did
11 Sunbow have to advise Sony of its interests in
12 various properties, what it owned in various TV
13 properties, stuff like we're talking about right
14 here?

15 A. The only thing I had to give were
16 copies of the copyright forms, that's what I had
17 to provide during the deal. I don't know what
18 else they had to -- Sunbow had to provide to
19 Sony, I don't know.

20 Q. Did you have charge of the
21 copyright forms or custody of them?

22 A. Um-hum.

23 Q. And why did you have custody of
24 those?

25 A. Because I would register them. I

Page 64

1 calling it a closing theme or opening theme?

2 A. Well, for every show there's -- in
3 visual, it's called a main title, it's the
4 beginning of the show that kind of tells the
5 back story in animation, and there was a theme
6 that goes over that, so it's the theme show.
7 And generally, it's repeated at the end of the
8 show over the end credits.

9 Q. Okay. But in the registration
10 with BMI, and I could show you some and I'm
11 sure you've seen them, they've used
12 designations like that, opening theme, closing
13 theme, whatever. Who tells BMI what name to
14 give to the piece of music?

15 A. Oh, we name the cues. We, meaning
16 the composer.

17 Q. Sunbow?

18 A. Well, no, the composer generally.
19 I mean there are cues that are done for anxious
20 time, there are cues that are race time.

21 Q. Right.

22 A. Each cue is given a name by the
23 composer, and then that is given as a library to
24 the editor that puts it together.

25 Q. To the music editor?

Page 63

1 would get the forms for every episode, so would
2 our attorney, make sure it was right, and then
3 for every subsequent half hour, I would register
4 it once the show aired.

5 Q. Where would you register it?

6 A. The Office of Copyright.

7 Q. The Copyright Office in
8 Washington?

9 A. Washington, yes.

10 Q. Do you know what an arranger's
11 function is with respect to a musical
12 composition?

13 A. No.

14 Q. Do you know whether arrangers
15 receive fees?

16 A. Don't know.

17 Q. Did you notice in some of the
18 documents that you have G.I. Joe opening theme
19 and then you have some other theme, closing
20 theme, that type of thing?

21 A. Yes.

22 Q. You've seen that before?

23 A. Um-hum.

24 Q. Okay. Who makes the determination
25 as to the identity of that piece of music,

Page 65

1 A. Yes. And they use the cues, the
2 list of cues.

3 Q. Now, do you know of any
4 circumstance where an originally composed theme
5 by, let's say, Anne Bryant could then become the
6 property of somebody else who may have
7 rearranged it or changed the music in some
8 respect, would that be a situation where someone
9 else would get credit for her music?

10 MS. KITSON: Objection to the
11 form.

12 Q. Do you understand that question or
13 is that too long?

14 A. No, it's not too long, I'm trying
15 to understand it. I don't know. The only time
16 we ever redid a series, we did G.I. Joe Extreme
17 and we did Transformers Generation X, I forgot
18 the name of it. So if you're saying she
19 composed themes for that, there was music in
20 those series. I don't know if they were
21 rearranged themes, I don't know what they were,
22 but I'm just saying those were the only shows.
23 Like out of this show, Jem died as a series, My
24 Little Pony died. A lot of these shows stopped
25 airing in '86 or '87. The only ones that we

Carole Weitzman

Page 66

Page 68

1 did, kind of coming back was G.I. Joe and
 2 Transformers.
 3 Q. They are coming back?
 4 A. They were, you know, in the
 5 mid-'90s.
 6 Q. Well, do you know what is being
 7 sold now on AMAZON.COM, for example?
 8 A. No.
 9 Q. Whose job was it at Sunbow to make
 10 sure that Sunbow as publisher was getting its
 11 correct performance royalties?
 12 A. At Sunbow, itself? Well, I know
 13 Bill worked with the Finance Department, Bill
 14 Dobishinski, I mean because he got his fee. He
 15 was the one that tracked all of this. There was
 16 nobody at Sunbow who knew the music business to
 17 do this.
 18 Q. But how did Sunbow know whether or
 19 not it was getting shorted, if it was getting
 20 shorted?
 21 A. They hired him to do the
 22 administration and look over it, the same way we
 23 hired Sony afterwards to do that, before they
 24 ever bought us, when Bill disappeared.
 25 Q. I'm sorry, let me get that again.

1 A. The submitter, Sony ATV?
 2 Q. Sorry?
 3 A. Sony ATV, it says, as submitter.
 4 Q. Right. Would this be a form, if
 5 it's not a cue sheet, submitted by Sony ATV
 6 during the time it was administering Sunbow's
 7 publishing?
 8 MS. KITSON: Objection.
 9 A. I've never seen this, so I don't
 10 know who submitted it or when. I mean, I see
 11 it's dated 1997, but I've never seen it.
 12 Q. Was Sony doing the publishing
 13 administration for Sunbow in that period of
 14 time?
 15 A. I imagine it was. There is a
 16 contract with them, but, yeah, I would imagine
 17 it was.
 18 Q. And is that at or about the time
 19 when they took over from Bill Dobishinski?
 20 A. It was in the '90s when we did it,
 21 when we moved into the office of 100 Fifth
 22 Avenue, I don't remember the year, but I have
 23 not seen these. This sheet, this girl Elise
 24 worked for me a long time ago. Oh, yeah, I see
 25 it's 85, that's not a new one.

Page 67

Page 69

1 You hired Sony to do the same thing that --
 2 A. Sony has an administration
 3 division, ATV. We interviewed a lot of
 4 different music administrators after Bill left
 5 and then we hired Sony to do that,
 6 coincidentally, it has nothing to do with the
 7 Sony Wonder sale, and that was before they ever
 8 bought us.
 9 MR. MONAGHAN: Let me mark this
 10 document, please.
 11
 12 (Weitzman Exhibit D, Form
 13 submitted by Sony ATV during the time it
 14 was administering Sunbow's publishing,
 15 marked for identification.)
 16
 17 Q. Are you familiar with Exhibit --
 18 take a look. Let me give you a minute.
 19 A. No, I've never seen this.
 20 Q. Well, I think it says cue sheet
 21 there, doesn't it?
 22 A. It's not a cue sheet, I don't
 23 think. No.
 24 Q. Okay. But you do see that Sony
 25 is --

1 Q. There may be more than one
 2 document together there.
 3 A. Maria Perez, I don't know who that
 4 is. Wholly Molley music. Oh, the Scotty
 5 Brothers, they were the people who worked on the
 6 Transformers movie. But these other sheets, I
 7 don't know what they are.
 8 Q. Okay. Did you give me the names
 9 of the people in the Finance Department?
 10 A. Yeah, it was Bill Biehl, Bob
 11 Darcy, Raul Soto, Andrew Carpon.
 12 Q. Who had custody of employment
 13 records at Sunbow?
 14 A. I don't know for sure, but C.J.
 15 was the president and Tom and Joe. I don't
 16 know where the records were. Like a Human
 17 Resource, is that what you're talking about?
 18 Q. Yes.
 19 A. We didn't have Human Resource, so
 20 it was probably done through C.J. and the
 21 finance guys.
 22 Q. Do you know whether those records
 23 were turned over to Loonland?
 24 A. I don't know, but they would have
 25 been turned over to Sony first, if they were

Carole Weitzman

Page 70

Page 72

1 turned over to anybody. And then I don't know
 2 what Sony did.
 3 Q. And where is C.J. Kettler?
 4 A. C.J. does free-lance work in the
 5 industry, I don't know where she is now.
 6 Q. Do you know where she lives?
 7 A. Yeah, she lives in the city.
 8 Q. In the city?
 9 A. Yeah.
 10 Q. And for whom does she do
 11 free-lance work?
 12 A. I think it's a company called
 13 Solara. She used to work at Oxygen, that's where
 14 I knew her last.
 15 Q. That's the cable?
 16 A. Yes.
 17 Q. And when did she leave the
 18 company?
 19 A. When it was sold. She and Tom --
 20 oh, no, actually she stayed on after Tom and Joe
 21 and she sold it. She stayed on with Sony, and
 22 I'm trying to think, around the time Ted left
 23 she went to work at Oxygen.
 24 Q. How is it that Ms. Kitson is here
 25 representing you today, who hired her?

1 Corporation?
 2 A. If we wanted a sync license.
 3 Q. A sync license?
 4 A. Yeah, if we wanted to use another
 5 composer's music, and it was basically done in
 6 the Great Space Coaster, I don't remember it
 7 done in any of the animated series, that we
 8 would use Mary Williams to get the sync
 9 license, and then we would be able to use it in
 10 the show.
 11 Q. And the sync license is what, for
 12 the record?
 13 A. It was called a sync license. The
 14 right to use it.
 15 Q. In the production of some sort of
 16 movie or film?
 17 A. Yeah, TV or -- right.
 18 Q. Is it the synchronization of the
 19 movie with the film?
 20 A. I don't know what the name comes
 21 from. To me it was just a license to use the
 22 music. Not the recording of the person that
 23 originally recorded it, but to re-record it for
 24 your show.
 25 Q. Do you know the Harry Fox Agency?

Page 71

Page 73

1 A. Sony, I believe. Sunbow, Sony.
 2 Q. Well, do you know?
 3 THE WITNESS: You told me, but I
 4 forgot.
 5 A. I don't remember if it is Sony or
 6 Sunbow. I think Sunbow.
 7 Q. Did you ever see the BMI
 8 statements that were prepared from time to
 9 time?
 10 A. No, I don't think so.
 11 Q. So if I showed you BMI statements
 12 now, you would not have familiarity with those;
 13 is that correct?
 14 A. I could look at it and see if it's
 15 something that's familiar, I may not have known
 16 what it was called, do you know what I mean?
 17 Q. Yeah, but you would not be able to
 18 testify about the information in the form; is
 19 that right?
 20 A. Right.
 21 Q. Now, you testified earlier about
 22 the Mary Williams Clearance Corporation, and I
 23 think your testimony was that if you didn't own
 24 the music, or if Sunbow didn't own the music
 25 you, would use this Mary Williams Clearance

1 A. They were one of the people that
 2 Mary used to talk to to get rights.
 3 Q. Okay. And I'm going to show you a
 4 batch of documents, which are Bates stamped 2205
 5 through 2397. And we'll let the reporter mark
 6 collectively, which appear to be Mary Williams
 7 Clearance Corporation cue sheets addressed to
 8 Sunbow Productions, reflecting various
 9 compositions, although actually it looks like
 10 they are all Transformers.
 11 I ask the reporter to mark that,
 12 and then if you could take a look at it.
 13 MS. VALENCIA: Patrick, where do
 14 those Bates numbers come from?
 15 MR. MONAGHAN: Ours.
 16
 17 (Weitzman Exhibit E, Document
 18 bearing production numbers 2205 through
 19 2397, marked for identification.)
 20
 21 A. So these are cue sheets, they are
 22 not BMI things.
 23 Q. No.
 24 A. This is not what you were talking
 25 about. Oh, okay.

Carole Weitzman

Page 74

1 MS. KITSON: I would state for the
2 record that these sheets all indicate that
3 Sunbow Productions Incorporated is the
4 producer, but they are not addressed to
5 Sunbow Productions.
6 A. We used Mary Williams, as I said,
7 for the G.I. Joe show, so she may have just -- I
8 don't remember her doing it, but she might have
9 just prepared --
10 Q. Well, these are Transformers,
11 aren't they?
12 A. Right, they are.
13 Q. It's not G.I. Joe?
14 A. Right.
15 MR. MONAGHAN: You gave us these,
16 Roseann.
17 MS. KITSON: No, we did not
18 produce those to you. You produced those
19 to us.
20 MR. MONAGHAN: Where did we get
21 them?
22 A. She must have done this before
23 Bill got involved, I guess. These are for the
24 first series, '84, '85.
25 Q. Do you have any information about

Page 76

1 Q. Of what?
2 A. G.I. Joe, I think, and
3 Transformers. I never met him, I didn't know
4 him. I think they met him through Marvel.
5 Q. Do you know what underscoring is?
6 A. The background music.
7 Q. Now, is that original music or is
8 it the rearrangement of existing music?
9 A. Well, typically it's original
10 music, but it's frequently in animated series,
11 the theme is used throughout the show. It
12 brings the kids back into the da, da, da, and
13 then they do a run, and then whenever they come
14 back they do another cue, but they frequently
15 revisit cues of the theme throughout a series.
16 Q. Did you know what John Douglas'
17 involvement was with Transformers?
18 A. No. I mean I'm seeing it on these
19 sheets that he wrote a lot of the cues, but I...
20 Q. Did you ever hear of Mr. Bacal
21 saying that Ford Kinder and Anne gave him a
22 percentage interest in Transformers?
23 A. No.
24 Q. Do you know what Barry Harmon's
25 involvement was with Transformers?

Page 75

1 these forms, Exhibit E?
2 A. They appear to be cue sheets from
3 the first group of Transformer shows.
4 Q. Would these have been in the
5 possession of Sunbow?
6 A. I don't know. I don't remember
7 these, but I would imagine they would be, but I
8 don't know.
9 Q. Do you know whether Mr. Bacal is
10 getting royalties, other than performance
11 royalties, on any of these DVDs that I'm showing
12 you, that are in front of me now?
13 A. I have no idea.
14 Q. You have no idea?
15 A. No.
16 Q. Do you know where Tom Griffin is
17 now?
18 A. Yeah.
19 Q. Where would he be?
20 A. In Scarsdale.
21 Q. Is he working?
22 A. I don't think so.
23 Q. Do you know who John Douglas is?
24 A. He was a composer for the early
25 series.

Page 77

1 A. No. I know Barry is typically a
2 lyricist, he's not a composer, but I don't
3 remember that.
4 Q. Are there lyrics through the
5 Transformers themes, any of them?
6 A. Yeah, there were, I think.
7 Q. Do you know who composed the
8 lyrics?
9 A. No.
10 Q. Do you know Spence Michelin?
11 A. No.
12 Q. Do you know Andy Hayward?
13 A. Yes.
14 Q. Who is Andy Hayward?
15 A. He's the head of DIC.
16 Q. How do you spell DIC?
17 A. D-I-C, it's initials.
18 Q. For what?
19 A. I don't know.
20 Q. What is DIC?
21 A. It's an animation production
22 company.
23 Q. Does he compose music?
24 A. I don't know.
25 Q. Do you know Monroe Michaels?

Carole Weitzman

Page 78

1 A. No.
 2 Q. Did you ever hear of Andy Hayward
 3 using that as a pseudonym?
 4 A. No. That's a funny name. No, I
 5 meant if you know Andy, that's not at all like
 6 him.
 7 Q. Well, if I were to show you page
 8 289 of a BMI catalog, this was testimony given
 9 at Mr. Bacal's deposition, Monroe Michaels is
 10 credited on the cue sheet as having some
 11 interest in composing the music.
 12 MS. KITSON: Objection. Is there
 13 a question pending?
 14 Q. Do you know why that would be?
 15 A. DIC is a company that produced
 16 G.I. Joe shows competitive with us. The shows
 17 were taken away from Sunbow at a point and
 18 given to DIC to produce with Hasbro. So I
 19 don't really know who worked on that series, it
 20 didn't have anything to do with us, Sunbow.
 21 Q. This was competitive to Sunbow?
 22 A. Yes.
 23 Q. And that was taken away by whom?
 24 A. Hasbro, I believe. I guess they
 25 had a lesser bid for doing the series. And

Page 79

1 Hasbro assigned -- I don't know how many
 2 episodes were done, but it was quite a bit, I
 3 think.
 4 Q. Do you know Larry Bernstein?
 5 A. He's with Hasbro. He was with
 6 Hasbro, I don't know what he does.
 7 Q. Product manager, does that sound
 8 familiar?
 9 A. I don't really know.
 10 Q. Paul Weinberg?
 11 A. No.
 12 Q. Steven James Taylor?
 13 A. No.
 14 Q. Do you have any records at all
 15 pertaining to your employment at Sunbow?
 16 A. No.
 17 MR. MONAGHAN: Give me a few
 18 minutes.
 19
 20 (Recess taken.)
 21
 22 BY MR. MONAGHAN:
 23 Q. Let me direct your attention back
 24 to the summer of 1993. I know it's a long time
 25 ago, 10 years ago.

Page 80

1 A. It's hard to believe, isn't it?
 2 You hear '93, it sounds as if it was yesterday.
 3 Q. Was there some particular event
 4 that occurred at Sunbow at that particular time
 5 which required filing cue sheets, changing
 6 registrations at BMI?
 7 A. Not that I know of.
 8 Q. Ms. Weitzman, I would like to show
 9 you now page 49 of Ms. Bryant's BMI catalog
 10 dated March 16, 2000. And I would like to
 11 direct your attention to the two middle entries
 12 dealing with My Little Pony and Friends.
 13 A. Okay.
 14 Q. Now, you know that the publisher
 15 generally takes care of the registrations with
 16 BMI; is that right?
 17 A. I only know as far as giving the
 18 cue sheets, I don't know what else has to
 19 happen.
 20 Q. Well, do you see that next to --
 21 do you see you have both Starwild and Wildstar
 22 Music shown on My Little Pony and Friends with a
 23 P for publishing?
 24 A. Oh, yes.
 25 Q. By the way, are you familiar with

Page 81

1 this form that I'm showing you?
 2 A. No, I've never seen this.
 3 Q. Under what circumstances would
 4 Sunbow cause a form to be filed with either BMI
 5 or ASCAP, how would they make that decision?
 6 A. I have no idea.
 7 Q. Well, I'm going to show you now
 8 the Jem videos. These have both been marked
 9 previously at Mr. Bacal's deposition. And I
 10 direct your attention to the back showing the
 11 credits or production, I guess. And I ask you
 12 why it is that these are shown as Sunbow
 13 Productions, Inc./Wildstar rather than Sunbow
 14 Productions, Inc./Starwild?
 15 A. I have no idea. I don't know.
 16 Q. You know that Anne Bryant is a BMI
 17 writer, correct?
 18 A. No, I don't remember that. But it
 19 is according to this, right?
 20 Q. You didn't remember that?
 21 A. No.
 22 Q. Okay.
 23 A. I know BMI, everybody always said,
 24 yielded greater money, revenue, than ASCAP, but
 25 I have no idea.

Carole Weitzman

Page 82

1 Q. I hate to beat a dead horse, but
 2 let me beat it. If clearance forms were filed,
 3 I think your testimony is it would have been
 4 Joe or Tom that would have taken care of that;
 5 is that right?
 6 A. I didn't say they would have taken
 7 care of.
 8 Q. Under their direction?
 9 A. I said they know the deals that
 10 they made with people. I didn't make the
 11 deals, I don't believe anybody else would have
 12 made the deals.
 13 Q. Okay.
 14 A. Certainly in the early years.
 15 Q. And you personally have no
 16 knowledge of who filed clearance forms with
 17 BMI?
 18 A. I don't know what a clearance form
 19 is, I only know the cue sheet.
 20 Q. Do you know of anyone else who
 21 filed any forms with BMI?
 22 A. I don't know of anybody, no.
 23 Q. Or ASCAP?
 24 A. No.
 25 Q. Well, who would have done that?

Page 83

1 A. That's what I'm saying, I don't
 2 know who would have done that.
 3 MS. KITSON: Anybody else besides
 4 what her previous testimony has been?
 5 Q. You're not changing any of your
 6 previous testimony; is that right?
 7 A. No.
 8 MR. MONAGHAN: I think we'll mark
 9 this as well, the G.I. Joe boxed set of
 10 the three videos.
 11 A. Did you look at the end credits on
 12 there, the visual end credits to see if Wildstar
 13 and Starwild are both on there.
 14 Q. Where is the visual end credits?
 15 A. At the end of the video.
 16 Q. At the end of the video, itself?
 17 A. Yes. So I'm saying it could just
 18 be inadvertently left off the packaging, but not
 19 off the tape.
 20 Q. I appreciate that information.
 21 We'll take a look at it in that regard. But
 22 isn't it going to be one or the other, Starwild
 23 or Wildstar?
 24 A. I don't know. I don't remember
 25 using one versus the other, I'd have to look at

Page 84

1 the credits on the shows.
 2 Q. You do know that the writer can't
 3 be in both at the same time?
 4 A. Right, but sometimes the composer
 5 was one and the lyricist was another, so we had
 6 to list both.
 7 Q. Okay. When I said it can't be
 8 both at the same time, I'm talking about both
 9 performing rights societies, ASCAP and BMI?
 10 A. Right. No, I didn't know that, I
 11 thought they could be and just use the one they
 12 wanted.
 13 Q. But not on the same composition?
 14 A. Oh, right. No, yeah, of course,
 15 not on the same composition.
 16
 17 (Weitzman Exhibit F, G.I. Joe
 18 boxed set of three videos, marked for
 19 identification.)
 20
 21 Q. I'm showing you now this boxed set
 22 of G.I. Joe videos. If you could take a look at
 23 the production information on the back of the
 24 video. Is it not the same as --
 25 MS. KITSON: Of the individual

Page 85

1 tape or on the box itself?
 2 MR. MONAGHAN: The box itself.
 3 A. The box of the individual tape,
 4 you're talking about.
 5 Q. Right.
 6 A. Not the big box. Although on the
 7 big box, it's the same thing.
 8 Q. It's the same, isn't it?
 9 A. Yes.
 10 Q. Does this show Sunbow Productions
 11 Inc./Wildstar?
 12 A. Yes, and Hasbro.
 13 Q. And Hasbro. Does this appear to
 14 be a production during the period of time that
 15 Sunbow was owned by Sony?
 16 A. The video set or -- because the
 17 show is in '86. Do you mean when this video
 18 set was done?
 19 Q. Yes.
 20 A. I don't know.
 21 Q. Is this the Sunbow logo down at
 22 the bottom there, on the box?
 23 A. Yes. Oh, a division of Sony
 24 Wonder, there you go.
 25 Q. Right. And the same is true on

Carole Weitzman

Page 86

1 the Jems?
 2 A. Yes.
 3 Q. Now, based on your familiarity
 4 with the business --
 5 MR. MONAGHAN: Actually, let's
 6 just mark each one of these in series.
 7
 8 (Weitzman Exhibit G, G.I. Joe, The
 9 Movie, marked for identification.)
 10
 11 (Weitzman Exhibit H, The
 12 Transformers, The Movie, marked for
 13 identification.)
 14
 15 (Weitzman Exhibit I, The
 16 Transformers, Villains-The Ultimate Doom,
 17 marked for identification.)
 18
 19 (Weitzman Exhibit J, The
 20 Transformers, Heroes-The Rebirth, marked
 21 for identification.)
 22
 23 (Weitzman Exhibit K, Inhumanoids
 24 The Evil That Lies Within, Episode one
 25 through five, marked for identification.)

Page 87

1
 2 Q. Are you looking at Exhibit G,
 3 Ms. Weitzman?
 4 A. Yes, I am.
 5 Q. Could you tell me anything about
 6 that? That's the G.I. Joe The Movie?
 7 A. Um-hum.
 8 Q. That's a DVD?
 9 A. Yes.
 10 Q. Do you know who produced that DVD?
 11 A. The DVD, no. I know we produced
 12 the video, you know, the production.
 13 Q. We, meaning Sunbow?
 14 A. We, meaning Sunbow with Marvel,
 15 yes.
 16 Q. Do you know who is shown as the
 17 producer of this particular --
 18 A. Sunbow and Marvel.
 19 Q. Do you know when it was produced?
 20 A. Around '86.
 21 Q. This DVD?
 22 A. Oh, no, I'm talking about the
 23 show. I don't know about these tapes at all.
 24 Q. Could you tell us by looking at
 25 the DVD when that DVD was produced?

Page 88

1 MS. KITSON: Objection.
 2 MR. MONAGHAN: I realize it speaks
 3 for itself, but all objections except as to
 4 form are reserved.
 5 MS. KITSON: She's already
 6 testified she doesn't know about the DVD.
 7 Her answer stands. She knows about the
 8 show, but not the DVD itself. Any
 9 questions about the DVD go beyond her
 10 firsthand knowledge.
 11 MR. MONAGHAN: I'm now going on
 12 her experience in the industry and being
 13 familiar with these products.
 14 A. I'm just looking at the copyright,
 15 it says 2000, that's the only way I would have
 16 any idea when it was.
 17 Q. Who, according to that, holds the
 18 copyright?
 19 A. It says Rhino Entertainment.
 20 There is also a copyright for Sunbow.
 21 Q. What is it that they are claiming
 22 a copyright of?
 23 MS. KITSON: Objection.
 24 A. I have no idea.
 25 Q. Could I have that one back?

Page 89

1 A. (Handing.) You didn't finish
 2 watching it last night?
 3 Q. Let me interrupt with one
 4 question. Were you familiar with any licensing
 5 deals being done with anyone out in California?
 6 A. No.
 7 Q. By the way, on Exhibit G, do you
 8 notice Mr. Bacal's name appears as supervising
 9 producer, also as a producer, along with
 10 Mr. Griffin, did you see that on the front?
 11 A. No. Okay.
 12 Q. That's the same Joe Bacal we've
 13 been talking about, right?
 14 A. Yes.
 15 Q. Okay. Did you ever deal with
 16 anybody at Marvel?
 17 A. Sure. Yes.
 18 Q. Who would that be?
 19 A. Margaret Loesch, L-O-E-S-C-H, Lee
 20 Gunther, Jim Graziano, he was my counterpart
 21 there. And then the production team. I don't
 22 remember their names specifically. We worked
 23 with them for five, six years.
 24 Q. And where are they located, these
 25 individuals?

Carole Weitzman

Page 90

1 A. Well, I know Lee passed away,
 2 Margaret I don't know, Jim Graziano is just
 3 being a house dad right now.
 4 Q. Where was the company when you
 5 dealt with them?
 6 A. Marvel? LA. It was before we
 7 opened our own studio.
 8 Q. Before Sunbow opened its own
 9 production studio?
 10 A. Yes.
 11 Q. Now, this, of course, is in DVD
 12 format, which is relatively recent technology.
 13 You don't have any knowledge of how this came to
 14 be?
 15 A. No.
 16 Q. You were unaware that there was a
 17 DVD out?
 18 A. No, I didn't know.
 19 Q. Could you look at the next
 20 exhibit, please. H, I guess.
 21 A. It's Transformers The Movie.
 22 Q. What production information is on
 23 the jacket of that?
 24 A. Exec producer is Margaret and Lee,
 25 supervising producer is Joe Bacal, produced by

Page 91

1 Joe and Tom, Joe Bacal and Tom Griffin.
 2 Q. Do you know where Joe Bacal lives?
 3 A. In Westchester. North Salem, West
 4 Salem. I don't know, I think that's
 5 Westchester.
 6 Q. And do you know who he works for
 7 now?
 8 A. He doesn't work for anybody.
 9 Q. Do you know what he does for a
 10 living?
 11 A. He's kind of not working. He does
 12 some script once in a while for Four Kids
 13 Productions, my company, once in a while, but he
 14 doesn't have a job job, it's for fun.
 15 Q. Do you know who Nelson Shin is?
 16 A. Yes, he's an animation producer.
 17 He has a studio over in Korea.
 18 Q. Used from time to time by Sunbow?
 19 A. Oh, yeah, a lot. I like him, he
 20 has a good animation studio.
 21 Q. The next one, please.
 22 A. It's J, right?
 23 Q. Yes.
 24 A. Transformers --
 25 MS. KITSON: It's I.

Page 92

1 A. Yes, I, sorry. Transformers,
 2 Collector Edition. This is the series when we
 3 redid it because you could tell by the framing
 4 of it, it was a new version.
 5 Q. It's a new version?
 6 A. Yes. Same animation, new sound
 7 effects, new computer graphics and things.
 8 Q. What about the music, or you
 9 wouldn't know?
 10 A. I don't remember that.
 11 Q. Who produced this?
 12 A. Sunbow -- oh, you mean the DVD?
 13 Q. Yes.
 14 A. Rhino.
 15 Q. Incidentally, did you ever watch
 16 any of these videos?
 17 A. Not lately. In the '80s they were
 18 pretty cool. Oh, yeah, more than I wanted to.
 19 J is again Transformers, it's a
 20 Rhino DVD.
 21 Q. And these are, so far as I could
 22 tell, they are all Wildstar, aren't they? For
 23 example, I is Wildstar, I could tell.
 24 A. I'm just looking on the back.
 25 Wildstar, yes.

Page 93

1 Q. Now, if I'm reading this
 2 correctly, on the back it seems to indicate
 3 Rhino Home Video is an AOL Time Warner
 4 Entertainment Company. Did you --
 5 A. I didn't know it, I just read it
 6 myself.
 7 Q. Does that appear to be the case?
 8 A. Yes.
 9 Q. And what was the last one?
 10 A. K, Inhumanoids. I don't see
 11 Wildstar on Inhumanoids.
 12 Q. Do you know of any connection that
 13 any AOL Time Warner entity would have had with
 14 anything that Sunbow was involved?
 15 A. No.
 16 Q. You don't know of any deals that
 17 were made?
 18 A. No, but, again, any home video
 19 deals were generally done through the sales
 20 team, it was part of their domain.
 21 MR. MONAGHAN: All right, give me
 22 a minute, I think we're winding up.
 23
 24 (Recess taken.)
 25

Carole Weitzman

Page 94

1 BY MR. MONAGHAN:
 2 Q. Did Sunbow produce TV or radio
 3 commercials for Griffin Bacal?
 4 A. No.
 5 Q. Who produced the commercials for
 6 Griffin Bacal related to these products?
 7 A. Griffin Bacal was an advertising
 8 agency, and they had their own teams. There
 9 were guys assigned for G.I. Joe or Transformers
 10 and things like that.
 11 Q. Do you know who they were?
 12 A. No.
 13 Q. So Sunbow was limited to TV
 14 production and --
 15 A. Yes.
 16 Q. -- videos?
 17 A. We never produced the videos.
 18 Q. It was limited to TV productions?
 19 A. Yes.
 20 Q. And then later on, we've seen
 21 these other things happening?
 22 A. Right. We've always sold the
 23 shows internationally.
 24 Q. Who had responsibility for the
 25 international sales?

Page 95

1 A. That was just the sales team.
 2 Q. Same sales team you identified
 3 earlier?
 4 A. Yes.
 5 Q. What's your last information about
 6 Mr. Dobishinski?
 7 A. Years ago, when we went --
 8 whatever year we signed up with Sony as
 9 administrators, maybe a year-and-a-half before
 10 that, he just kind of disappeared.
 11 Q. Is he an attorney, do you know?
 12 A. Yeah, he's an attorney. I think
 13 his company -- like you brought up TAMAD, I
 14 remember that was --
 15 Q. Mindy Miller, name familiar to
 16 you?
 17 A. It sounds familiar, but she worked
 18 in Griffin Bacal, not in Sunbow.
 19 Q. I don't know if you know this, but
 20 do you know who would pay the residual payments
 21 to the singers and musicians whose performances
 22 on the TV shows later found their way into
 23 these DVDs?
 24 A. No.
 25 Q. Do you have any familiarity with

Page 96

1 the Screen Actors Guild and the American
 2 Federation of Musicians?
 3 A. Well, we used to use SAG actors
 4 years ago as voice-over talent.
 5 Q. Do you know what a session fee is?
 6 A. No. Only for voice-overs I do,
 7 not in the music area.
 8 Q. Who was Sunbow's accounting firm?
 9 A. I don't know. I mean, I knew a
 10 lot of the accounting was done in-house.
 11 Q. Didn't they have an outside --
 12 A. They may have, I don't know.
 13 Q. Who was the bookkeeper, in-house?
 14 A. Well, there was Raul -- we shared
 15 -- when we were in the Griffin Bacal
 16 facilities, we shared the Accounting Department
 17 with Griffin Bacal.
 18 Q. And who was in charge of the
 19 Accounting Department?
 20 A. I'm sorry?
 21 Q. At that time, who was in charge of
 22 the Accounting Department?
 23 A. Bill Biehl and Bob Darcy. They
 24 were there at two separate times.
 25 Q. And later on, when you had your

Page 97

1 own facility?
 2 A. We had Andrew Carpon and then Sam
 3 Milstone near the very end.
 4 Q. Where is Mr. Milstone?
 5 A. I think in Baltimore. He moved.
 6 He was from there and he went back.
 7 Q. Would there be a record anywhere
 8 on how to reach him?
 9 A. I could find out.
 10 Q. We'll leave a space in the record
 11 and see if you could fill that in.
 12 REQUEST:
 13 MR. MONAGHAN: Thanks very much,
 14 Ms. Weitzman. Depending on what
 15 information comes out in the case, we may
 16 have to have you back, but I can't say that
 17 for sure right now.
 18 MS. KITSON: We'll take that under
 19 advisement.
 20
 21
 22 CROSS EXAMINATION
 23 BY MS. VALENCIA:
 24 Q. Ms. Weitzman, my name is Adrienne
 25 Valencia. I'm with the law firm of Duane Morris

Carole Weitzman

Page 98

1 and we represent Jules "Joe" Bacal in this
 2 litigation. He's named as an independent
 3 defendant, and I just have a couple of questions
 4 for you.
 5 To your knowledge, did Mr. Bacal
 6 remain involved with Sunbow after Sony purchased
 7 the company?
 8 A. After Sony purchased it, no.
 9 Q. To your knowledge, after Sony
 10 purchased Sunbow, was Mr. Bacal provided with
 11 information concerning what royalties, if any,
 12 Sunbow received?
 13 MR. MONAGHAN: Object to the form.
 14 How would she know? There is no
 15 foundation.
 16 A. I wouldn't know.
 17 Q. To your knowledge, was information
 18 concerning Sunbow's general business activities
 19 provided to Mr. Bacal after Sony purchased
 20 Sunbow?
 21 MR. MONAGHAN: Objection to the
 22 form. How would she know? No foundation
 23 for that.
 24 A. Not that I know of.
 25 Q. To your knowledge, while Mr. Bacal

Page 100

1 MS. VALENCIA: The question is to
 2 her knowledge. Ms. Kitson is not directing
 3 her not to answer.
 4 MR. MONAGHAN: That's true, but
 5 I'm objecting to the form of the question,
 6 there is no foundation for it.
 7 MS. VALENCIA: It's noted for the
 8 record.
 9 MR. MONAGHAN: This witness has
 10 absolutely no knowledge with what Mr.
 11 Bacal did with respect to clearance forms.
 12 MS. VALENCIA: I didn't ask about
 13 clearance forms.
 14 MR. MONAGHAN: Yes, you asked
 15 about registrations, and they include
 16 clearance forms.
 17 MS. VALENCIA: If she has
 18 knowledge, then we'll follow-up. If she
 19 doesn't, that's the end of the question.
 20 MR. MONAGHAN: The only knowledge
 21 she has is about cue sheets.
 22 Q. Ms. Weitzman, do you recall the
 23 question?
 24 A. Yeah. I have no knowledge of him
 25 being involved in any aspect of registration.

Page 99

1 was with Sunbow, this is prior to Sony's
 2 acquisition, did he have any involvement with
 3 the actual registrations of any compositions
 4 with BMI?
 5 MR. MONAGHAN: Object. She's
 6 covered that in the direct.
 7 A. No. I mean he would -- I would
 8 imagine he and Tom knew the information
 9 regarding the deals of the composers and then
 10 that was relayed.
 11 Q. But, to your knowledge, did he
 12 have any involvement with the actual
 13 registrations with BMI?
 14 A. Physical registrations, no.
 15 Q. And, to your knowledge, after
 16 Mr. Bacal left Sunbow, did he have any
 17 involvement with registrations of compositions
 18 at BMI?
 19 MR. MONAGHAN: Object. She said
 20 she has no knowledge about the clearance
 21 registration forms. The only testimony she
 22 could give is about cue sheets. And she
 23 made it very clear in her answers to my
 24 questions that she doesn't know about that,
 25 so I think it's misleading to give --

Page 101

1 MS. VALENCIA: Thank you,
 2 Ms. Weitzman. I have no further questions.
 3 MR. MONAGHAN: I have one
 4 follow-up.
 5
 6
 7 REDIRECT EXAMINATION
 8 BY MR. MONAGHAN:
 9 Q. Did any of your answers to
 10 Ms. Valencia's questions change anything that
 11 you had testified to on direct?
 12 A. No.
 13 Q. So your testimony about your lack
 14 of knowledge of filing of clearance forms with
 15 BMI remains as it was?
 16 A. Yes.
 17 Q. That is, you don't know anything
 18 about how that was accomplished?
 19 A. No.
 20 Q. And you don't know whether Mr.
 21 Bacal filed clearance forms or caused somebody
 22 else to file those clearance forms with BMI; is
 23 that right?
 24 A. Yes.
 25 Q. So it's just possible that he did

Carole Weitzman

Page 102

1 in fact file clearance forms with BMI, isn't
 2 it?
 3 MS. KITSON: Objection.
 4 MS. VALENCIA: It's also possible
 5 he didn't.
 6 MR. MONAGHAN: Yes.
 7 A. Right, I'm not comfortable saying
 8 it's possible he did or he didn't, I don't know
 9 anything of it.
 10 Q. In fact you don't even know
 11 anything about those forms, do you?
 12 A. No.
 13 MR. MONAGHAN: Thank you.
 14 MS. KITSON: I have no questions.
 15
 16 (Whereupon, the deposition was
 17 concluded at 11:50 a.m.)
 18
 19
 20
 21
 22
 23
 24
 25

Page 104

1 CERTIFICATE
 2
 3 STATE OF NEW YORK)
 4) Ss.:
 5 COUNTY OF SUFFOLK)
 6
 7 I, Denise Posillico, a Notary
 8 Public within and for the State of New York, do
 9 hereby certify: That CAROLE WEITZMAN, the
 10 witness whose deposition is hereinbefore set
 11 forth, was duly sworn by me and that such
 12 deposition is a true record of the testimon
 13 given by such witness.
 14 I further certify that I am not
 15 related to any of the parties to this actio
 16 by blood or marriage; and that I am in no
 17 way interested in the outcome of this
 18 matter.
 19 IN WITNESS WHEREOF, I have
 20 hereunto set my hand this 19th day of May, 2003.
 21
 22
 23
 24
 25

 DENISE POSILICO

Page 103

1 ACKNOWLEDGEMENT
 2
 3 STATE OF
 4 COUNTY OF
 5
 6
 7 I, CAROLE WEITZMAN, hereby certify
 8 that I have read the transcript of my
 9 testimony taken under oath in my deposition
 10 of May 19, 2003, that the transcript is
 11 a true, complete and correct record of my
 12 testimony, and that the answers on the record
 13 as given by me are true and correct.
 14
 15
 16

 CAROLE WEITZMAN

17
 18
 19 Signed and subscribed to me,
 20 this _____ day of _____,
 21 2003.
 22
 23

24 _____
 25 Notary Public

Exhibit I

Answer to get a your \$50!

ARTIST
direct

Search

Join | Help |

ARTIST

November 06, 2003

Browse Artists by Alpha

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z #

Browse Artist By Genre Browse Artist By Year

- HOME
- MUSIC NEWS
- SHOPPING
- DOWNLOADS
- VIDEO
- COMMUNITY

Shopping

Merch

New Products
Exclusive Products
Clearance Center
Clothing
Accessories
For Your Walls
Household
Toys and Games
Books
Rock Collectibles
Music Accessories

Music

Hot 100
New Releases
Pre-Orders
Exclusive CDs
New Artists
Soundtracks
Boxsets
Compilations

Movies

New Releases
Pre-Orders
Action & Adventure
Art House &
International
Comedy
DVD
Documentary &
Special Interest
Drama
Family & Kids
Music & The Arts
Mystery, Suspense
& Horror
Romance

SATURDAY MORNING: CARTOONS' GREATEST HITS

top



Saturday Morning: Cartoons'
Greatest Hits
1995 Mca

★ ★

[See Review](#)CD \$42.96 \$10.99 SATURDAY MORNING CARTOON'S
GREATEST HITS / VARIOUS

Song Name

- 1 Tra la la Song (One Banana, Two Banana) (The Banana Splits) (3:12)
- 2 Go, Speed Racer, Go! (From Speed Racer) (3:06)
- 3 Sugar, Sugar (From the Archie Show) (3:52)
- 4 Scooby-Doo, Where Are You? (3:12)
- 5 Josie and the Pussycats (2:15)
- 6 Bugaloos (3:17)
- 7 Underdog (3:54)
- 8 Gigantor (4:12)
- 9 Spiderman (2:05)
- Jonny Quest/Stop That Pigeon
- 10 (From Dastardly and Muttley in Their Flyin' (3:10)
- Open Up Your Heart and Let the
- 11 Sunshine In (From the Flintstones) (3:37)
- 12 Eep Opp Ork Ah-Ah (Means I Love You) (From the Jetsons) (3:21)
- 13 Fat Albert Theme (From Fat Albert & the Cosby Kids) (3:44)
- 14 I'm Popeye the Sailor Man (3:03)
- 15 Friends/Sigmund and the Seamonsters (4:21)
- 16 Goolie Get-Together (From the Groovie Goolies) (3:48)
- 17 Hong Kong Phooey (3:43)

Sci-Fi & Fantasy
TV Shows

Genres

Alternative Rock
Blues
Country
Dance
Electronica
Hip Hop
Jazz
New Age
Pop
R&B/Soul
Rock
Vocal
World

Features

Your Account
Shopping Cart
Checkout
Gift Certificates
Help

- 18 H.R. Pufnstuf (3:17)
19 Happy, Happy, Joy, Joy (From the
Ren and Stimpy Show) (3:28)

Album Review

 top

At least since the mid-'60s, there has been a dubious but undeniable connection between kids' television and novelty pop songs. With the rise of the Archies in the latter part of the decade, Saturday morning TV became saturated throughout the early '70s with wacky adventures of young-ish hipsters who just happened to be able to break into super-groovy songs at any moment. Producer Ralph Small has capitalized on his self-confessed jones for Saturday morning TV with Saturday Morning Cartoon's Greatest Hits.

What makes this more than just another compilation co-optation is Small's recognition of the mind-melting nature of kids' TV, and the great liner notes. Artist prospective, show/song bios, and an essay from Small make this a truly fun collection. With minimal experimentation or revisionist arrangements, the tunes stick to their mind-numbing, ear-catching simplicity.

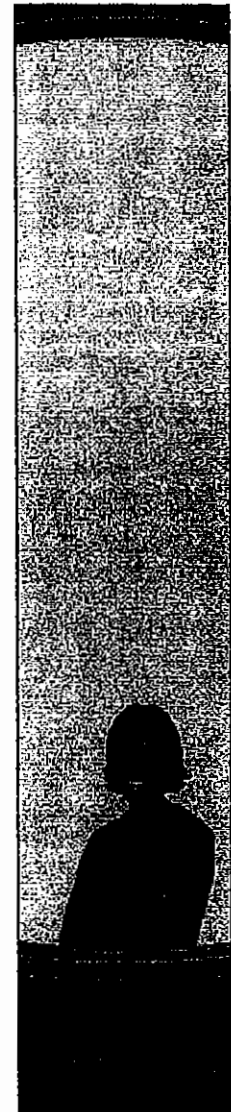
Of course it's guaranteed that you'll be singing along, but the faithful pairing of artists and songs makes it extra sweet. Groovy grrls **Liz Phair** ("The Tra La La Song"), **Mary Lou Lord** ("Sugar Sugar"), and **Jullana Hatfield** and Tanya Donnelly ("Josie and the Pussycats") spin a rainbow of sonic cotton candy. **Matthew Sweet** caves into his teen idol fantasies with a dreamy, safely psychedelic "Scooby-Doo Where Are You?." Sponge probes their Motor City roots via Japanimation with "Go Speed Racer Go," and several other acts seem to be channeling their childhood heroes: **Butthole Surfers**/"Underdog," **Helmet**/"Gigantor," **Ramones**/"Spiderman," and **Sublime**/"Hong Kong Phooey."

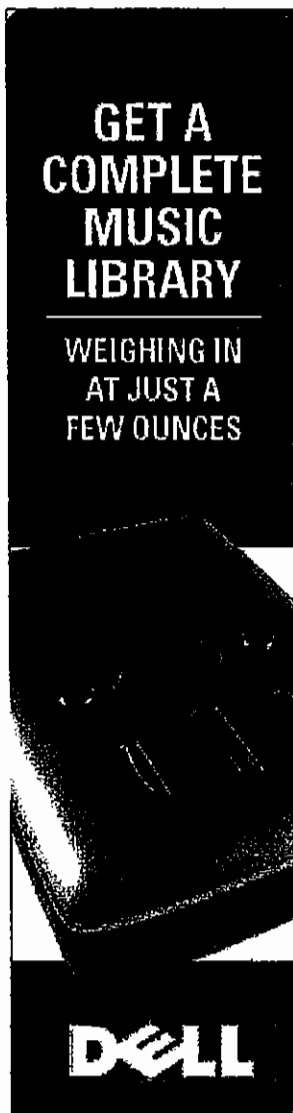
While the depth goes about as far as a Scooby Doo plot, this collection is great for parties -- or a Saturday morning hangover. ~ Theresa E. LaVeck, All Music Guide

Album Credits

 top

Stephen Marcussen	Mastering
Tony Marsico	Bass
Peter McCabe	Engineer, Mixing
Joe McGinty	Keyboards
Carl Nappa	Assistant Engineer
Mark Pirro	Bass
Joey Ramone	Vocals
Johnny Ramone	Guitar
Marky Ramone	Drums
Daniel Rey	Guitar (Electric)
Mark Reznicek	Drums, Vocals (Background)
Rick Rooney	Assistant Engineer
Ralph Sall	Producer, Liner Notes, Executive Producer, Art Direction, Mixing, Concept
John Stanier	Drums
Lisa Umbarger	Vocals (Background), Bass
Bryan Wakeland	Drums, Percussion
Dan Wilson	Vocals (Background), Guitar
Mike Zelenko	Drums, Percussion





<u>Tanya Donelly</u>	Guitar (Rhythm), Vocals, Performer
<u>Sponge</u>	Performer
<u>Daniel Denholm</u>	Organ
<u>Phil Friedmann</u>	Vocals (Background), Bass
<u>Scott Hackwith</u>	Keyboards, Vocals, Guitar
<u>Brad Haehnel</u>	Assistant Engineer
<u>Luis Quine</u>	Assistant Engineer
<u>Michael Railton</u>	Keyboards
<u>Krish Sharma</u>	Assistant Engineer
<u>Wes Berggren</u>	Guitar
<u>Sublime</u>	Performer
<u>Dean Fisher</u>	Bass
<u>Semisonic</u>	Performer
<u>Andrew Davis</u>	Illustrations
<u>Joey Mazzola</u>	Guitar
<u>Jacob Slichter</u>	Drums, Keyboards, Vocals (Background), Percussion
<u>Guy Hoffman</u>	Drums, Vocals (Background)
<u>C.J. Ramone</u>	Bass
<u>Face to Face</u>	Performer
<u>Mary Lou Lord</u>	Vocals, Vocals (Background), Performer, ?
<u>Lisa Sutton</u>	Design
<u>Michael Lavine</u>	Photography
<u>Gabe Chlesa</u>	Assistant Engineer
<u>Dave Georgeff</u>	Vocals, Bass
<u>Rob Kurth</u>	Drums, Vocals (Background)
<u>Gary Panter</u>	Illustrations
<u>Matt Riddle</u>	Vocals (Background), Bass, Guitar
<u>Joe Sib</u>	Vocals
<u>Eddie Miller</u>	Assistant Engineer
<u>Andrew Catlin</u>	Photography
<u>Caram Costanzo</u>	Assistant Engineer
<u>Trever Keith</u>	Vocals, Guitar
<u>John Falls</u>	Photography
<u>Angie Hart</u>	Vocals
<u>Simon Austin</u>	Guitar
<u>Michael Halsband</u>	Photography
<u>Carlos Castro</u>	Assistant Engineer
<u>Andrew Garver</u>	Assistant Engineer
<u>Chad Yaro</u>	Vocals (Background), Guitar
<u>Josh Coffman</u>	Photography
<u>Tom Gardocki</u>	Horn, Vocals, Guitar
<u>Will Turpin</u>	Vocals (Background), Bass
<u>Glenn Barr</u>	Illustrations
<u>Jonathan Mooney</u>	Assistant Engineer
<u>Michael Muller</u>	Photography
<u>Mark Yeend</u>	Assistant Engineer
<u>Dean Roland</u>	Guitar (Rhythm)
<u>Eric Wilson</u>	Vocals (Background), Bass
<u>Jeff Bender</u>	Photography
<u>King Coffey</u>	Drums, Vocals (Background)
<u>Brad Nowell</u>	Vocals, Guitar
<u>Rob Echeverria</u>	Guitar
<u>Ross Childress</u>	Guitar
<u>Scott Churilla</u>	Drums, Vocals (Background)
<u>Heather Grody</u>	Vocals, Guitar (Acoustic)
<u>Adam Rhodes</u>	Assistant Engineer
<u>Jeanne Venton</u>	Project Coordinator
<u>Richard Lloyd</u>	Guitar
<u>Wax</u>	Performer

<u>Tim Cross</u>	Bass
<u>Juliana Hatfield</u>	Guitar (Rhythm), Vocals, Performer, Guitar
<u>Chris Gorman</u>	Drums, Percussion
<u>Dig</u>	Performer
<u>Liz Phair</u>	Vocals, Performer
<u>Toadies</u>	Performer
<u>Tripping Daisy</u>	Performer
<u>Collective Soul</u>	Performer
<u>Frente!</u>	Performer
<u>Lisa Mednick</u>	Organ (Hammond)
<u>Murmurs</u>	Performer
<u>Ted Ansani</u>	Vocals, Bass
<u>Ian Bryan</u>	Assistant Engineer
<u>Jim Champagne</u>	Assistant Engineer
<u>Jeff DeMorris</u>	Assistant Engineer
<u>Tim Delaughter</u>	Vocals
<u>Dave Dysart</u>	Assistant Engineer
<u>Jim Ellison</u>	Vocals, Guitar
<u>Gordon Gano</u>	Vocals, Guitar
<u>Page Hamilton</u>	Vocals, Guitar
<u>Gibby Haynes</u>	Vocals
<u>Reverend</u>	Performer
<u>Horton Heat</u>	Performer
<u>Darrel Herbert</u>	Vocals (Background), Guitar
<u>Richard Huredia</u>	Assistant Engineer
<u>Leslie Ann Jones</u>	Assistant Engineer
<u>Paul Leary</u>	Vocals (Background), Bass, Guitar
<u>Todd Lewis</u>	Vocals, Vocals (Background), Guitar
<u>Butthole Surfers</u>	Performer
<u>Helmet</u>	Performer
<u>Material Issue</u>	Performer
<u>The Ramones</u>	Performer
<u>Brian Ritchie</u>	Vocals (Background), Xylophone, Bass
<u>Matthew Sweet</u>	Guitar (Rhythm), Vocals, Vocals (Background), Performer
<u>Violent Femmes</u>	Performer

[Network Login](#) | [Help](#) | [Privacy Policy](#) | [Contact Us](#) | [About Us](#)
[Shopping Account](#) | [Terms of Use](#) | [To Advertise](#) | [Copyright Policy](#)



© 1997 - 2003 ARTISTdirect Inc. All Rights Reserved

ARTISTdirect is a federally registered service mark of ARTISTdirect, Inc. The "A with the arrow logo" is a service mark of ARTISTdirect, Inc.

Hear The Hottest New Songs

Alkaline Trio • Blood Brothers • The Faint
 Stagger Lee • RX Bandits • Delerium • Jack Black

[Click Here](#)

Exhibit J

Patterson, Belknap, Webb & Tyler LLP

1133 Avenue of the Americas
New York, NY 10036-6710
(212) 336-2000
Fax (212) 336-2222

Roseann Kitson Schuyler

Direct Phone
(212) 336-2341

Email Address
rkitson@pbwt.com

August 12, 2003

By Fax

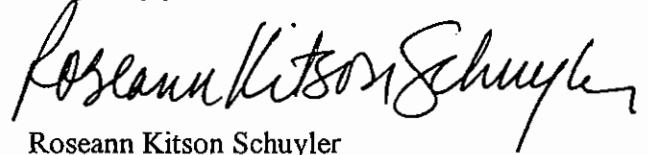
Patrick J. Monaghan, Jr.
Monaghan, Monaghan, Lamb & Marchisio
28 W. Grand Avenue, 2nd floor
Montvale, NJ 07645

Re: Bryant v. BMI, et al. and Bryant v. Sunbow Productions, Inc.

Dear Mr. Monaghan:

I have been asked by Justice Andrew P. O'Rourke to notify all parties in writing that the deadline for service of motions for summary judgment in the above consolidated matters has today been extended up to and including September 30, 2003.

Very truly yours,



Roseann Kitson Schuyler

cc: Adrienne Valencia, Esq.
Marc Ostrow, Esq.
Chambers of Hon. Andrew P. O'Rourke